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TECHLAW INC.

February 7, 2002

Ms. Deena Sheppard-Johnson
U.S. EPA Region 5, SR-6J
77 W. Jackson Boulevard
Chicago, IL 60604

EPA Region 5 Records Ctr.



367049

Reference: EPA Contract No. 68-W-00-083; EPA Task Order No. 083-010; Region V
Generic Potentially Responsible Party (PRP) Search, Wisconsin Steel Site, Spill
Site ID: B51G; Task 5.

Dear Ms. Sheppard-Johnson:

Please find enclosed TechLaw's Research Summary Report for the Wisconsin Steel Site (Site). This task was specified in the Task Order (TO) Form received from the U.S. EPA on August 27, 2001, with additional instruction provided on January 17, 2002.

Per the TO Form, TechLaw was directed to obtain ownership information for two vessel slips located at the Site. TechLaw visited the Cook County Recorder's Office in Chicago, and collected site maps, legal descriptions, and reviewed deeds for the site. During the course of the research, TechLaw concluded, based on legal descriptions in the deed records, that the vessel slips appeared to be wholly contained within areas described in the Site legal description. These observations were communicated to the EPA on October 23, 2001.

Based on the goal of determining ownership for the slips and not running a full title search for the property, EPA directed TechLaw on January 17, 2002 to issue a streamlined research summary for the Site. The purpose was to provide a copy of a representative legal description for the Site which shows its relationship to the slips and summarize any other research conducted to date. Please note that the original version of this Report contains full size plat maps. This version was forwarded to Ms. Rosita Clarke-Moreno.



Ms. Deena Sheppard-Johnson
February 7, 2002
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At the request of the EPA, TechLaw can conduct additional research and prepare a traditional title search report for the site. Please feel free to contact me at (312) 345-8967 if you have any questions or request additional information.

Sincerely,



Mr. William Hopkins
TechLaw Task Order Manager

cc: P. Parikh, EPA Region 5 (w/o attachment)
F. Dababneh, EPA Region 5
R. Clarke-Moreno, EPA Region 5
TechLaw ESS II (TO-083-010) File
Chicago Central Files

**DRAFT RESEARCH SUMMARY
WISCONSIN STEEL SITE - VESSEL SLIPS
CHICAGO, COOK COUNTY, ILLINOIS
SPILL SITE ID: B51G
FEBRUARY 7, 2002**

Introduction:

On August 27, 2001, the U.S. Environmental Protection Agency (EPA) Region 5 Task Order Manager (TOM) for Task Order No. 083-010 issued the Task Order Request (TO) Form to TechLaw, Inc. (TechLaw), authorizing commencement of work on the Wisconsin Steel Site. The purpose of the TO Form was to provide authority to assist the EPA in obtaining evidence regarding the current ownership of two vessel slips.

Background:

The Wisconsin Steel Site (Site) has an address of 2701 E 106th Street, Chicago, IL 60617. The Site occupies approximately 176 acres and is roughly bounded by 106th Street to the north, Torrence Avenue to the west, 114th Street to the south, and to the east by the Calumet River. The site is currently being remediated pursuant to a 1996 Consent Order with the State of Illinois. In June of 2000, a petition was filed that requested the EPA undertake a "Preliminary Assessment" of several vessel slips located along the Calumet River. Two of the slips are located internal to the Site, with entrances opening on the western shore of the Calumet River and running west approximately 1,227 feet (northern slip) and 964 feet (southern slip).

In a response letter to the EPA, dated December 21, 2000, International Truck and Engine Corporation, formerly Navistar International Transportation Corp. (International), contended that they do not own nor operate either of the slips, although they do admit that both International and each of its predecessors at the site used the slips. In their response letter, International also notes that they acquired property southwest of the south slip from Interlake Iron Corporation in 1962. However to ensure its continued access to the south slip, Interlake reserved the right, title, and interest to the south half of the south slip (Interlake merged with ACME Steel in 1964). International does not provide current or past owners of the northern half of the southern slip or the northern slip.

In accordance with the TO Form, TechLaw visited the Cook County Recorder's Office in Chicago, Illinois to research the history of the slips and to determine ownership. TechLaw collected site maps, legal descriptions, and reviewed deeds for the site. During the course of the research, TechLaw concluded, based on legal descriptions in the deed records, that the vessel slips appeared to be wholly contained within areas described in the Site legal description. No formal analysis of riparian or water law was conducted as part of this research.

ENFORCEMENT CONFIDENTIAL

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These observations were communicated to the EPA on October 23, 2001. Based on the EPA goal of determining ownership for the slips and not running a full title search for the property, EPA directed TechLaw on January 17, 2002 to issue a streamlined research summary for the site. The purpose was to provide a copy of a representative legal description for the Site which shows its relationship to the slips and summarize any other research conducted to date.

Title Deed Research Summary:

Based on analysis of deeds, the northern slip (also known as the Wisconsin Slip) appears to be fully enveloped by the parcel with the Permanent Real Estate Index Number (PIN #) 26-18-100-017. A legal description of this parcel is provided in the Special Warranty Deed (included as Attachment A), executed on July 31, 1977 by International Harvester Company in favor of WSC Corporation, and recorded on August 2, 1977 as Document Number 24038783 of the Cook County Recorder of Deed's records:

"Parcel U

Tract 1: All that part of the Northwest Quarter (1/4) of the Northwest 1/4 of Section 18, Township 37 North, Range 15 East of the Third Principal Meridian which lies West and South of a line described as follows: Commencing at a point in the North line of said 1/4 Section 581 feet West of the Northeast corner thereof and running thence Southeast a distance of 202 feet, more or less, to a point which is 191.6 feet South of the North line and 518.85 feet West of the East line said Northwest 1/4 of the Northwest 1/4 of Section 18, thence Southeast in a straight line 517.28 feet, more or less, to a point which is 548.4 feet South of the North line and 147.3 feet West of the East line of said Northwest 1/4 of the Northwest 1/4 of Section 18, thence Southeast a distance of 251.76 feet, more or less to a point in the East line of said Northwest 1/4 of Northwest 1/4 of Section 18 which is 751.42 feet South of the North line thereof.

Tract 2: Also that part of the fractional 1/2 of the Northwest quarter of said Section 18 which lies west of the Westerly line of the Calumet River as established by the United States Government Survey recorded in the Recorder's Office of Cook County, Illinois, May 17, 1889, as Document Number 1,103,294 in Book 39 of Plats at pages 1 to 9, inclusive.

Tract 3. Also that part of the North 1/2 of the Southwest 1/4 of said Section 18 which lies West of the Westerly line of said Calumet River, as established by the United States Government Survey, above mentioned, and which lies North of a line drawn East and West across said North 1/2 of said Southwest 1/4 Section parallel to and 778.66 ft North of the South line of said North 1/2 of said Southwest 1/4 section.

Also all the land lying Easterly of the Westerly line of said Calumet River as established by the United States Government Survey, above mentioned, to the center of the channel of the Calumet

River and which immediately adjoins lands above conveyed, and which lies between the North and South lines thereof extended Easterly to the center of the river.

Excepting from said Tracts 1&2 these lands conveyed to the Calumet Western Railway Company pursuant to Deed dated September 2, 1926 and recorded March 11, 1927 as Document Number 9575619; and also excepting these lands conveyed to By-Products Coke Corp., pursuant to Deed dated July 25, 1929 and recorded July 25, 1929 as Document Number 10438332; and also excepting these lands conveyed to Chicago and Western Indiana Railroad Co., pursuant to Deed dated September 2, 1926 and recorded September 24, 1928 as Document Number 10155646; and also excepting these lands conveyed to Calumet Western Railway Co., pursuant to Deed dated June 7, 1937 and recorded June 23, 1937 as Document Number 12017334."

Analysis of this legal description suggests that there are no exceptions included within the legal description to eliminate the vessel slips. This legal description was also compared with the most recent recorded transaction for the Site, a Deed in Trust recorded November 19, 1992 as document number 92868684 of the Cook County Recorder of Deeds' records, which has nearly identical legal descriptions and exceptions as the 1977 Deed. Moreover, analysis of Tracts 2 and 3 indicates that the perimeter lines completely envelope the northern slip and proceed directly through the middle of the southern slip, as illustrated on the Cook County Plat Maps. Copies of the Plat maps are included as Attachment B. A total of four maps encompass the Northwest and Southwest Quarters of the Section. For ease of presentation, a map excerpted from the four sectional maps showing the applicable vessel slips is also included with Attachment B.

There are also exceptions located at the end of the 1977 Deed, which are labeled "additional general and specific exceptions regarding the steel mill." Exception 8 on Page 23 notes that a "ship canal or slip 170' wide, the center line of which is to be 778.66 feet North of the South line of the Northwest Quarter of said Section 18 and extending West from the West line of the Calumet River...1200'..." as provided in the Warranty Deed from Charles Dickinson and Charles D. Boyles to Franklin Hazard, dated April 25, 1903 and recorded July 1, 1903 as Document 3411544.

This 1903 Warranty Deed was obtained from Cook County Recorder of Deeds records and is included as Attachment C. It appears as of the 1997 Deed contains an error in interpretation of the exception. The 1903 Warranty Deed states that this slip is to be located "778.66 feet North of the South line of the Northwest Quarter *of the Southwest Quarter* of said Section 18." In other words, the 1977 Deed places the slip in the wrong quarter section of Section 18. The 1977 deed implies it is in the Northwest Quarter of Section 18, whereas the 1903 document verifies that the property is located in the Southwest Quarter of Section 18. Therefore, this exception likely refers to the southern slip. Moreover, the language of the 1903 Warranty Deed suggests that this is an agreement to build a slip and the costs would be split between the two parties.

The southern slip (a/k/a Semet Solvay slip) is equally divided between two main parcels; the northern half of the slip is part of the above mentioned parcel and the southern half of the slip is part of the parcel with PIN # 26-18-300-025. The legal description for the southern parcel, as provided by the Cook County Clerk's Office, follows:

"(Except the South 33 feet) Beginning at an intersection of the South line of the North ½ of the Southwest 1/4 of Section 18 and a line 724.54 feet East of the West Line of said Southwest 1/4 thence North 00 degrees 05' 07" East on a straight line 778.66 feet thence South 89 degrees 49' 21" east on a Southeast straight line a distance of 1174.96 feet thence South 46 degrees 50' 14" West on a straight line a distance of 1134.54 feet to a point on a South line of the North ½ of Southwest 1/4 of said section thence North 89 degrees 49' 21" West on said South line a distance of 348.56 feet to the point of beginning of the North ½ of the Northwest 1/4."

This legal description indicates that the northern line of this parcel runs directly through the center of the slip. The southern parcel is presumably owned by Acme Steel Co., Inc., although formal title research on this parcel has not been conducted. As stated in the background information above, International's response to the petition noted that International acquired property southwest of the south slip from Interlake Iron Corporation in 1962. However to ensure its continued access to the south slip, Interlake (predecessor to Acme Steel) reserved the right, title, and interest to the south half of the south slip. TechLaw reviewed this deed, recorded December 21, 1962, to verify the transaction. This deed is recorded as Document Number 18680560 of the Cook County Recorder of Deeds' records, and notes that "Grantor [Interlake] reserves to itself all right, title, and interest in and to the south half of the ship canal or slip abutting said real estate...." This clause is also contained as an exception in the 1977 Deed (Exception 9, page 24).

The 1889 United States Government Survey (Survey), which is often referenced in the Site legal description, was obtained from the Cook County Recorder of Deed's Office and applicable portions are included as Attachment D. The total Survey contains nine sectional plat maps ranging the length of the Calumet River. Only the cover page and the two sectional maps which include the Site are included as Attachment D. As noted in the deed discussion above, the Site tracts are generally described as lying "west of the Westerly line of the Calumet River as established by the United States Government Survey."

This 1889 Survey, the purpose of which is to define the Calumet River, also identifies the northern slip as "Calumet Iron & Steel Co.'s slip." Therefore, this slip, now known as the Wisconsin Slip, appears to be at least 123 years old and was historically associated with site operations. A September 10, 1903 Articles of Agreement document between the South Chicago Furnace Company, party to the first part, and Dickinson and Boyles, parties to the second part, was obtained from the Cook County Recorder of Deeds' Records. This 1903 Agreement, recorded as Document 3797243, records an agreement between the parties that they will widen

an existing slip (See Attachment E). Based on its legal description, this “existing” slip is the one located on the 1889 survey and labeled as the “Calumet Iron & Steel Co.’s slip.” Therefore, the northern slip widening likely occurred on or after September 10, 1903.

The southern slip does not appear on the 1889 Survey, and was presumably constructed on or after April 25, 1903. This is based on the fact that the 1903 Warranty Deed discussed above stipulates that, “It is mutually agreed between the parties hereto that a slip shall be constructed...”

Additional exceptions on the 1977 Deed were reviewed other than those discussed above. They mainly pertain to various rights of way and easements that were developed over the life of the facility. However, several were of interest related to the slips and Calumet River channel

Exceptions 21 and 23 on pages 25 and 26, respectively, of the 1977 Deed state:

21. Rights of the United States, State of Illinois, the City of Chicago and the Sanitary District of Chicago in and to that part of the premises in question which borders on the new Channel of the Calumet River for navigation, docking, and other purposes and in and to so much of the premises in question as is covered by the water of such river; also rights of the property owners in and to the free and unobstructed flow of the waters of said River.

23. Rights, interests and easements in favor of the City of Chicago and the Public and the adjoining property owners in and to ship canals or slips for the purpose of navigation and all privileges incident thereto and the right of control over such canals and slips to the United States Government, the State of Illinois, the City of Chicago, and the Sanitary District of Chicago.

Exception 23 implies that easements were granted to any party who wishes to use the canal or slips for purposes of navigation. The second clause of this exception appears to forfeit right of control of the slips to various government entities. These clauses appear to be consistent with common law associated with navigable waterways as discussed below.

Additional Research Summary:

Research on the United States Army Corps of Engineers’ (USACE) Navigation Data Center website confirms that the southern slip is operated by Acme Steel Co., Inc. Research on the USACE Navigation Data Center website also indicates that the northern slip is identified as the Wisconsin Steel Trust, Wisconsin Slip. The owner listed is Wisconsin Steel Trust at the address 2701 East 106th Street in Chicago, Illinois. However, this database also shows that the slip is no longer operated. This is consistent with claims made by International.

Additional research was conducted to determine if there is any legal precedent involving ownership of vessel slips. Please note that this research is unofficial and was conducted to provide additional insight into riparian and water law issues and not to render a legal opinion.

The U.S. Supreme Court has generally held that navigable waterways, for title purposes, are owned by the states and held in trust for the public. This public trust ownership generally extends up to the ordinary high water line.

It is unclear if the ordinary high water line legal test applies to a vessel slip. Potentially salient language may be found in 33 Code of Federal Regulations (CFR) 329.8, *Improved or Natural Conditions of the Waterbody*. This section notes that:

“An artificial channel may often constitute a navigable water of the United States, even though it has been privately developed and maintained, or passes through private property...A canal open to navigable waters of the United States on only one end is itself navigable where it in fact supports interstate commerce...The artificial waterbody may be a major portion of a river or harbor area or merely a minor backwash, slip, or turning area....Private ownership of lands underlying the waterway, or of the lands through which it runs, does not preclude a finding of navigability. Ownership does become a controlling factor if a privately constructed and operated canal is not used to transport interstate commerce nor used by the public; it is then not considered to be a navigable water of the United States. However, a private waterbody, even though not itself navigable, may so affect the navigable capacity of nearby waters as to nevertheless be subject to certain regulatory authorities.”

In summary, the title research performed to date appears to confirm that the northern slip and the northern half of the southern slip are contained within a parcel owned by International and the southern half of the southern slip is contained within a parcel owned by Acme Steel Company. Additional research conducted found a general distinction between areas held in the public trust versus private property to be defined with reference to the ordinary high water mark of the navigable waterway. 33 CFR 329.8 may contain some implications that the artificial improvements to the waterway are themselves considered part of the navigable waterway in certain instances. However, application and applicability of these legal precedents and regulations is beyond the scope and expertise of this research.

ATTACHMENT A
SPECIAL WARRANTY DEED
JULY 31, 1977

24 038 783

SPECIAL WARRANTY DEED

THIS INDENTURE, TRANSFER AND CONVEYANCE AND ASSIGNMENT,
made and entered into as of this 31st day of July,
1977, by and between INTERNATIONAL HARVESTER COMPANY, a
corporation organized and existing under the laws of the State
of Delaware, successor in interest to International Harvester
Company, a New Jersey corporation with its office and place
of business at 401 North Michigan Avenue, Chicago, Illinois
(hereinafter, "Harvester"), and WSC Corp., a Delaware
corporation having its principal office at 2800 East 106th
Street, Chicago, Illinois 60617 (hereinafter, "Grantee");

WITNESSETH: That Harvester for and in consideration of
the sum of Ten and no/100 (\$10.00) and other good and valuable
considerations to it in hand paid, the receipt whereof is
hereby acknowledged, by these presents does hereby grant, sell
and convey, assign and transfer unto Grantee, its successors
and assigns, the real estate described on Exhibit "A" together
with all of the right, title and interest of Harvester in and
to any and all appurtenances thereto.

TO HAVE AND TO HOLD SUBJECT TO:

- (a) General real estate taxes not yet due and payable;
- (b) Claims for mechanics', materialmen's or other statu-
tory liens for labor and materials arising from or in the
ordinary course of business or operation of the lands, which
are not in amount or effect material to the operation of the
Wisconsin Steel Mill as is presently conducted;
- (c) Installments for special assessments not yet due and
payable;
- (d) Encroachments, overlaps, gaps, boundary line disputes
or claims, and any matter which would be disclosed by an

THIS INSTRUMENT WAS PREPARED BY:
EARL A. TALBOT, 200 East Randolph
Drive, Chicago, Illinois 60601

See Reverse side of
Pages 25, 26 + 27 for
remainder of State
and City stamps

24 038 783

accurate survey and inspection of the lands and which are not material to the value or usefulness of the lands for the use which is now made of it;

(e) Conditions, covenants, restrictions and easements of record;

(f) Existing leases;

(g) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances and environmental laws, statutes and ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the lands or the water, public ways or private ways adjoining or appurtenant to the lands or regulating the character, dimensions or location of any improvement now or hereafter erected on the lands, or prohibiting a separation in ownership or a reduction in the dimensions or area of the lands or the effect of any violation of any such law, ordinance, statute, or governmental authority;

(h) Rights or claims of parties in possession;

(i) Easements or claims of easement not of record;

(j) Rights of the U.S.A. any state, municipality or the public in and to that part of the real estate falling in the bed of any river, lake or waterway, also rights of property owners in and to the free and unobstructed flow of any said waters;

(k) Taxes or special assessments which are not shown as existing liens by the public records;

(l) Such other imperfections of title and encumbrances which are not substantial in character, amount or extent and which do not materially interfere with the present operation of the steel mill presently located on the real estate conveyed hereby;

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(iv) Those matters expressly set forth in Exhibit "A" attached hereto.

And Harvester does hereby covenant and warrant specially the title to the above real estate hereby conveyed, and against encumbrances caused or created by Harvester, except as to those matters hereinabove set forth to which this conveyance is subject, and covenants that it has not done, or suffered to be done, anything whereby the lands and interests therein hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and will defend the Grantee against all persons lawfully claiming, or to claim the lands, by, through or under Harvester.

TO HAVE AND TO HOLD the foregoing described lands and interests therein and in connection therewith together with all and singular the appurtenances thereunto belonging unto the Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, Harvester has caused this instrument to be executed by James J Doyle its Vice President, and its Corporate Seal to be hereto affixed and attested by Stanley L Roseberry, its Assistant Secretary, by due and proper orders and resolutions of its Board of Directors this the day and year first above written.

INTERNATIONAL HARVESTER COMPANY

By: James J. Doyle
Vice President

ATTEST:

Stanley L. Roseberry
Assistant Secretary

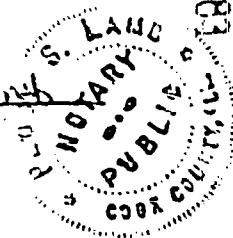
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, a Notary Public, in and for the County and State aforesaid, do hereby certify that the foregoing Deed and Instrument of Writing from the INTERNATIONAL HARVESTER COMPANY, was this day produced to me in my said County and was therein before me acknowledged by JAMES T. DOYLE, Vice President of the INTERNATIONAL HARVESTER COMPANY, to be the act and deed of said INTERNATIONAL HARVESTER COMPANY, and that at the same time and place before me the same was acknowledged by STANLEY L. ROEBERY to be the act and deed of said INTERNATIONAL HARVESTER COMPANY and his act and deed as Assistant Secretary thereof and that he had thereto affixed and attested the Seal of said INTERNATIONAL HARVESTER COMPANY and at said time and place before me the said JAMES T. DOYLE, deposed and stated that the said execution of said Deed and Instrument of Writing by himself and the said President of said INTERNATIONAL HARVESTER COMPANY was made under due direction by the Board of Directors of said INTERNATIONAL HARVESTER COMPANY.

Reggie S. Young
Notary Public



My Commission Expires:

March 24, 1980

EXHIBIT "A"

(A) Legal Description

[NOTE: Parcels A through F intentionally omitted.]

PARCEL G
Tract 2:

Those portions of land formerly included in Notre Dame Addition to South Chicago, in Fractional Section Seven (7), South of the Indian Boundary Line, Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, and now vacated, described as follows: Beginning at the point of intersection of the West Line of Muskegon Avenue with the South Line of One Hundredth (100th) Street; thence West along the South Line of One Hundredth (100th) Street, Three Hundred Seventy-Seven (377) feet to the East Line of Block Eight (8) (now vacated) in Notre Dame Addition aforesaid; thence South along the East Line of Block Eight (8), Thirteen (13) and Twenty-Nine (29) (now vacated) One Thousand Seven Hundred Ninety-Eight and Five Hundredths (1,798.05) feet to the North Line of One Hundred and Third (103rd) Street; thence East along said North Line of One Hundred and Third (103rd) Street, Two Hundred Eighteen and Five Tenths (218.5) feet to the West Line of an alley; thence North along said alley line One Thousand Three Hundred Twenty-One and Seventy-One Hundredths (1,321.71) feet to the North Line of One Hundred and First (101st) Street; thence East along said Street line One Hundred Fifty-Seven and Six Tenths (157.6) feet to the West Line of Muskegon Avenue; thence North along said street line Four Hundred Seventy-Six and Eight Tenths (476.8) feet to the South Line of One Hundredth (100th) Street; thence West along said street line, Three Hundred and Seventy-Seven (377) feet to the point of beginning, situated in the County of Cook, and State of Illinois.

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PARCEL H
Tract 1:

Lots One (1) to Sixteen (16) both inclusive and Lots Twenty-Two (22) and Twenty-Three (23) in Block Fourteen (14), Lots One (1) to Twenty-Three (23) both inclusive in Block Twenty-Eight (28), all in Notre Dame Addition to South Chicago, being a Subdivision of the South Three Quarters (S 3/4) of Fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

PARCEL H
Tract 2:

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fourteen (14), in Notre Dame Addition to South Chicago being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), South of the Indian Boundary Line in Township 37 North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook, State of Illinois.

PARCEL H
Tract 3:

Lots Twenty (20) and Twenty-One (21) in Block Fourteen (14) in Notre Dame Addition to South Chicago, being a Subdivision of the South Three-Fourths (S 3/4) of Fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

[NOTE: Parcels I and J intentionally omitted.]

PARCEL K
Tract 1:

The North Fifty (N 50) feet of the South One Hundred (S 100) feet of the North One Hundred Thirty-Six (N 136) feet of the East One Hundred Thirty-Eight (E 138) feet of Block Forty-Eight (48) in Notre Dame Addition to Chicago, being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in Cook County, Illinois, South of the Indian Boundary Line.

PARCEL K
Tract 2:

Block Forty-Eight (48) [excepting from said Block the right of way of the Pittsburg, Fort Wayne and Chicago Railroad Company, the Chicago and Western Indiana or "Belt" Railroad and the Chicago, Rock Island and Pacific Railroad Company and excepting also that part of said Block Forty-Eight (48) lying East of said railroad right of way and excepting also the East One Hundred and Thirty-Eight (E 138) feet of the North One Hundred and Thirty-Six (N 136) feet of said Block] in Notre Dame Addition to South Chicago, being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), South of the Indian Boundary Line, in Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

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PARCEL K
Tract 3:

The South Fifty (S 50) feet of the North One Hundred Thirty-Six (N 136) feet of the East One Hundred Thirty-Eight (E 138) feet of Block Forty-Eight (48) in Notre Dame Addition to Chicago, being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

PARCEL 1:
Tract 1:

Lots Forty-Three (43) and Forty-Four (44) [except that part of said Lot Forty-Four (44) lying Northwesterly of a line described as follows: Commencing at a point on the North Line of said Lot Forty-Four (44), Twenty-Seven and Nine Tenths (27.9) feet East of the Northwest Corner of said Lot; thence running Southwesterly on a curved line convex to the Northwest, having a radius of Five Hundred Eighty-Seven and Five Tenths (587.5) feet to a point on the West Line of said Lot Forty-Four (44), Twenty-Three and Four Tenths (23.4) feet South of the Northwest Corner of said Lot Forty-Four (44), together with the West Ten (10) feet of the North and South vacated alley lying East of and adjacent to the East Line of said Lots Forty-Three (43) and Forty-Four (44)], in Block Fifty-Four (54) in Notre Dame Addition to South Chicago being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), South of the Indian Boundary Line, in Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois, containing Eleven Thousand Three Hundred (11,300) square feet, more or less.

PARCEL 1:
Tract 2:

The West Half (W 1/2) of the property contained in the vacated alley lying East of Lots Forty-Three (43) and Forty-Four (44), all in Block Fifty-Four (54) in Notre Dame Addition to South Chicago, being a subdivision of the South Two-Thirds (S 2/3) of Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

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PARCEL 1:
Tract 3:

The South One Hundred and Sixty (S 160) feet, except the West Ninety (W 90) feet thereof, of Lot Five (5), in Block Fifty-Three (53) of Notre Dame Addition to South Chicago, being a subdivision of the South Three-Fourths (S 3/4) of fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, situated in the County of Cook and State of Illinois.

PARCEL N
Tract 1:

Lots 1, 2 and 3 in Wisconsin Steel Works Subdivision in the South West 1/4 of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian according to the plat thereof recorded December 31, 1930 as document number 10812007.

PARCEL N
Tract 2:

An irregular shaped parcel of land in the Easterly part of Block Fifty-Three (53) in Notre Dame Addition to South Chicago, being a subdivision of the South Three-Quarters (S 3/4) of Fractional Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows: viz:

Commencing at a point of intersection of the East Line of said Block Fifty-Three (53) and the Southeasterly Line of Lot "C", said point of intersection being Four Hundred Forty and Forty-Six Hundredths (440.46) feet distant North from the Southeast Corner of said Block; measured along said East Line thereof;

Thence North, along said last mentioned line, a distance of Thirty and Seventeen Hundredths (30.17) feet to a point in the Westerly Line of right-of-way of the Grantor, (said line also being the Easterly line of right-of-way of the Chicago and Western Indiana Railroad Company as conveyed to it by Quit Claim Deed, dated October 14, 1938, from Allan W. Brown, et al, heirs at law of John B. Brown, deceased, recorded October 21, 1938 in Book 34703, Page 532 Cook County Records) as established by Chicago Guarantee Survey Company Plat of Survey, revised August 2, 1943, said point being One Hundred Ten and Twenty-Four Hundredths (110.24) feet South of the North Line of said Block;

Thence Southwesterly along said aforementioned Easterly line of right-of-way of the Grantor, the same being a curved line convex to the Northwest, having a radius of Five Hundred Eighty-Seven and Fifty Hundredths (587.50) feet, an arc distance of Three Hundred Thirty-One and Sixty-Nine Hundredths (331.69) feet;

Thence North 7° 44' 35" East, a distance of Fourteen and Twenty Hundredths (14.20) feet;

Thence North 10° 27' 45" East, a distance of Twenty-Five and Thirty Hundredths (25.30) feet;

Thence North 11° 53' 20" East, a distance of Twenty-Five and Seventy Hundredths (25.70) feet;

Thence North 15° 05' 50" East, a distance of Twenty-Five and Seventy Hundredths (25.70) feet;

PARCEL 1:
Tract 2
continued:

Thence North $16^{\circ} 17' 35''$ East, a distance of Twenty-Six and No Hundredths (26.00) feet;

Thence North $18^{\circ} 13' 35''$ East, a distance of Twenty-Six and Twenty Hundredths (26.20) feet;

Thence North $22^{\circ} 35' 20''$ East, a distance of Twenty-Six and Eighty Hundredths (26.80) feet;

Thence North $23^{\circ} 14' 55''$ East, a distance of Twenty-Seven and Sixty Hundredths (27.60) feet;

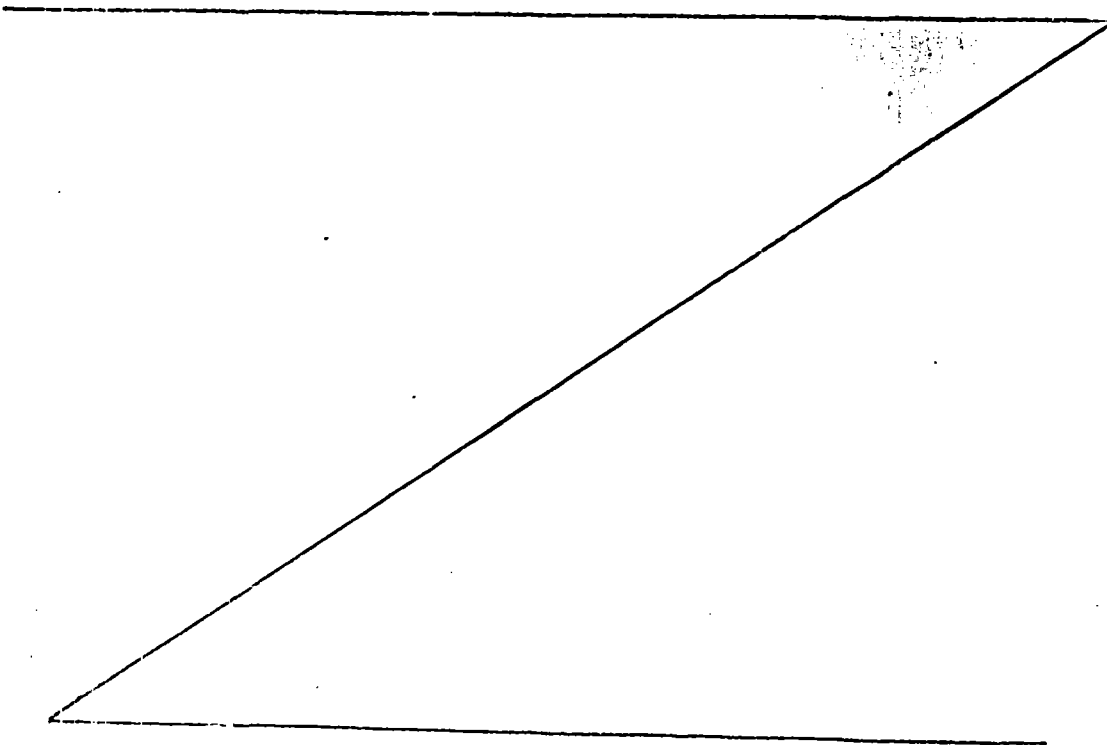
Thence North $26^{\circ} 27' 5''$ East, a distance of Twenty-Seven and Sixty Hundredths (27.60) feet;

Thence North $31^{\circ} 16'$ East, a distance of Fifty-Six and Four Hundredths (56.04) feet to point of intersection with a curve;

Thence Northeasterly along said curve, the same having a radius of One Thousand Two Hundred Eleven and Ten Hundredths (1211.10) feet, an arc distance of Two and Eighty-Seven Hundredths (2.87) feet to a point of tangency (said line being the Southeasterly Line of Lot "C");

Thence continuing Northeasterly along the Southeasterly Line of Lot "C", the same being a straight line tangent to last described line at said point of curvature, a distance of Twenty-Two and Sixty Hundredths (22.60) feet to the point of beginning, containing Fifteen Hundred (1500) square feet, more or less, situated in Cook County, Illinois.

[NOTE: Parcel 0 intentionally omitted.]



24 336 783

PARCEL P
Tract 1:

That part of the South Half (S 1/2) of Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, described as follows:

Beginning at the Southwest Corner of Block "A" in South Chicago Dock Company's Addition to South Chicago in said Section Seven (7), being the Northeast Corner of East 106th Street and South Muskegon Avenue, and running thence Northerly, along the West Line of said Block "A", a distance of Six Hundred Fifty-Nine (659) feet to its intersection with the North Line of the South Six Hundred Fifty-Eight and Ninety-Seven One Hundredths (658.97) feet of said Block; thence East, along said North Line of said South Six Hundred Fifty-Eight and Ninety-Seven One Hundredths (658.97) feet, a distance of Three Hundred Sixty-Seven and Twenty-Five One Hundredths (367.25) feet; thence North, along a line parallel to the East Line of said Section Seven (7), a distance of Twenty-One and Fifty-Three One Hundredths (21.53) feet to its intersection with a line Nine Hundred Fifty-One (951) feet South of and parallel to the South Line of Slip No. 3, as constructed at a point Thirty-Five (35) feet West of the Southwest Corner of Lot Three (3) of General Mills, Inc., Owner's Division of part of said South Chicago Dock Company's Addition, as per plat recorded on July 6, 1934, as Document Number 11424395; thence East, along the last mentioned parallel line and along the South Line of said Lot Three (3), a distance of Seven Hundred Forty-Nine and Sixty-Five One Hundredths (749.65) feet to the Southeast Corner of said Lot Three (3); thence North, along the East Line of Lots Two (2) and Three (3) of said General Mills, Inc., Owner's Division, a distance of Two Hundred Thirty-Three (233) feet to the Northeast Corner of said Lot Two (2), said corner being on a line Seven Hundred Eighteen (718) feet South of and parallel to said South Line of Slip No. 3, as constructed; thence East, along the last mentioned parallel line, being the South Line of Slip No.

4, as now constructed, a distance of One Thousand Eighteen and Ninety-Nine One Hundredths (1018.99) feet to its intersection with the West dock Line of the Calumet River, as established by Ordinance of the Common Council of the City of Chicago, passed December 3, 1917, at a point Nine Hundred Sixty-Three and Forty One Hundredths (963.40) feet North of and measured perpendicularly to the South Line of said Section Seven (7); thence Southerly, along said West dock line, to its intersection with the North Line of said East 106th Street; thence West, along said North Line, being a line Forty (40) feet North of and parallel to said South Line of Section Seven (7), a distance of Twenty-Two Hundred Seventy-Six and Forty-Six One Hundredths (2276.46) feet to the point of beginning;

24 038 783

PARCEL P
Tract 2:

All those parts of said Slip No. 4 as now constructed, and of the Westerly Half of the Calumet River which lie North and East of the above described property, and South of a line Six Hundred Thirty-Eight (638) feet South of and parallel to said South Line of Slip No. 3, as now constructed;

Excepting from the above described Tracts 1 and 2 the following:

Exception A:
to PARCEL P

That certain real estate conveyed to General Mills, Inc. by Frederick E. Nagel and Frances McCormick Nagel, his wife, by deed dated July 3, 1939 and filed for record in the Office of the Recorder of Deeds for Cook County, Illinois, on the 19th day of July, 1939 as Document No. 12343254 and recorded in Book 35161, Page 30, described as follows:

That portion of the North and South private railroad street hereinafter described in South Chicago Dock Company's Addition to South Chicago in Section Seven (7), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, which lies North of a line described as follows: Beginning at the intersection of the East Line of Block A in said South Chicago Dock Company's Addition to South Chicago with a line Six Hundred Fifty-Eight and Ninety-Seven One Hundredths ((658.97) feet North of and parallel to the South Line of said Block A and running thence East along said line Sixty (60) feet measured along said line; thence Northerly along a line parallel to the East Line of said Block A Twenty-One and Fifty-Three One Hundredths (21.53) feet more or less to a point on the extension West of the South Line of Lot Three (3) in General Mills, Inc. Owner's Division of a portion of said South Chicago Dock Company's Addition to South Chicago; thence East along the extension of said South Line of said Lot Three (3) to the Southwest Corner of said Lot Three (3), being a portion of that certain private railroad street not less than Seventy (70) feet in width extending from 106th Street on the South, North to an intersection with a private railroad street, Fifty (50) feet wide running from Muskegon Avenue northwards to 100th Street which is described in the deed from Edward T. Stotesbury to Star and Crescent Milling Company dated June 25, 1903, and filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, on July 6, 1903, as Document No. 3413409;

24 338 793

and also excepting:

Exception B:
to PARCEL P

A strip of land in said South Chicago Dock Company's Addition to South Chicago described as follows:

SWD

Exception B
continued:

Beginning at the Southeast Corner of Lot Three (3) in said General Mills, Inc. Owner's Division of a portion of said South Chicago Dock Company's Addition running thence Southwesterly to a point on a line Thirty-Three (33) feet South of and parallel to the South Line of said Lot Three (3), Thirty-Three (33) feet West of (measured along said parallel line) the East Line extended South of said Lot Three (3); thence West along said line Thirty-Three (33) feet South of and parallel to the South Line of said Lot Three (3) to the intersection of said parallel line with the extension South of the West Line of said Lot Three (3); thence Southwesterly to a point on a line Six Hundred Twenty Five and Ninety-Seven One Hundredths (625.97) feet North of and parallel to the South Line of Block A of said addition and Twenty-Five (25) feet East of the East Line of said Block A measured along said parallel line; thence West along said line parallel to and Six Hundred Twenty-Five and Ninety-Seven One Hundredths (625.97) feet North of said South Line of said Block A to the East Line of Muskegon Avenue; thence North along the East Line of Muskegon Avenue to a point Six Hundred Fifty-Nine (659) feet North of the Southwest Corner of said Block A measured along said West Line of said Block A; thence East along a line Six Hundred Fifty-Eight and Ninety-Seven One Hundredths (658.97) feet North of and parallel to the South Line of said Block A (which said line runs through said point Six Hundred Fifty-Nine (659) feet North of the South Line of said Block A measured along the West Line of said Block A) to a point Sixty (60) feet East of the East Line of said Block A measured along said line; thence Northerly along a line parallel to the East Line of said Block A Twenty-One and Fifty-Three One Hundredths (21.53) feet, more or less, to a point on the extension West of the South Line of said Lot Three (3) of said General Mills, Inc. Owner's Division; thence East along the extension of the South Line and the South Line of said Lot Three (3) to the Southeast Corner of said Lot Three (3) (the point of beginning);

24 333 783

and also excepting:

Exception C:
to PARCEL P

A tract of land in South Chicago Dock Company's Addition to South Chicago in Section Seven (7), Township Thirty Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian described as follows: Beginning at the Southwest Corner of Lot Nine (9) in General Mills, Inc., Owner's Third Division of a portion of said South Chicago Dock Company's Addition said point being Six Hundred Twenty Six (626) feet North of the Southwest Corner of Block "A" in said South Chicago Dock Company's Addition; thence East along the South line of said Lot Nine (9) being a line drawn Six Hundred Twenty Five and Ninety-Seven Hundredths (625.97) feet North and parallel to the South line of said Block "A" a distance of Three Hundred Thirty One and Ninety-Two Hundredths (331.92) feet to the Southeast Corner of said Lot Nine (9), or the Southwest Corner of Lot Eight (8) in said Owner's Third Division; thence Northeasterly along the Southerly line of said Lot Eight (8) a distance of Seventy Three and Twenty-Eight Hundredths (73.28) feet to the Southeast corner of said Lot Eight (8) or the Southwest corner of Lot Seven (7) in said Owners Third Division thence East along the South line of said Lot Seven (7) a distance of Six Hundred Eighty One and Eighty One Hundredths (681.81) feet to the Southeast Corner of said Lot Seven (7) thence Southwesterly along a line drawn at Forty-Five (45) Degrees to the South line of said Lot Seven (7) a distance of Two Hundred Fifty Four and Fifty-Six Hundredths (254.56) feet to a point on a line One Hundred Eighty (180) feet South of and parallel to the South line of said Lot Seven (7); thence West along last described parallel line a distance of Five Hundred Seventy Two and Seventy Two Hundredths (572.72) feet to a point on a line drawn Twenty-Five (25) feet East of and parallel to the said East line of said Block "A"; thence North along said parallel line a distance of One Hundred Eight and Sixty-Six Hundredths (108.66) feet to a point on a line drawn Five Hundred Seventy Five and Ninety-Seven (575.97) feet North of and parallel to the South line of said Block "A" and said line extended; thence West along said parallel line a distance of Three Hundred Thirty One and Forty-One Hundredths (331.41) feet to the West line of Block "A" or the East line of South Muskegon Avenue; thence North along said line a distance of Fifty (50) feet to the point of beginning, situated in the County of Cook in the State of Illinois.

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and also excepting:

Exception D:
to PARCEL P

A tract of land in Block "A" of South Chicago Dock Company's Addition to South Chicago and a 25 foot strip of land lying East of said Block "A", in Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the Southwest Corner of Lot "A" of General Mills, Inc. Owners Fourth Division, of a portion of said South Chicago Dock Company's Addition to South Chicago, said point being 576 feet North of the Southwest Corner of said Block "A" in South Chicago Dock Company's Addition; Thence East along the South line of said Lot "A" being a line drawn 575.97 feet North of and parallel to the South line of said Block "A" a distance of 331.41 feet to a point which is 25 feet East of the East line of said Block "A" or the Southeast Corner of said Lot "A", located on the West line of Lot "B" of said General Mills, Inc. Owners Fourth Division; Thence South along the West line of said Lot "B", a line drawn 25 feet East of and parallel to the East line of said Block "A", a distance of 108.66 feet to the Southwest Corner of said Lot "B"; thence West along a line drawn 467.32 feet North of and parallel to the South line of said Block "A", a distance of 330.31 feet to the West line of said Block "A" or the East line of S. Muskegon Ave.; Thence North along said line, a distance of 108.66 feet to the

point of beginning

PARCEL C
Tract 1:

All that portion included within the following described boundaries beginning at the point of intersection of the South line of 100th Street with the West line of Manistee Avenue extended south (the Northeast corner of Block Eight (8) now vacated in Notre Dame Addition to South Chicago), thence West along the South line of 100th Street Three Hundred and Ninety-Seven (397) feet to a point, thence South along the East line of real estate heretofore conveyed by deed to the Chicago, West Pullman & Southern Railroad Company, dated December 22, 1913, and recorded on March 24, 1914, as Document No. 5,361,738, in Book 12,718 of Records at page 383 for a distance of One Thousand Two Hundred Fourteen and Five-tenths (1214.5) feet to a point in the South line of 102nd Street extended, being the North line of Block Thirty (30) (now vacated) of the said Notre Dame Addition, thence East Twenty (20) feet to the Northeast corner of said Block Thirty (30) (now vacated), thence South along the East line of the property deeded as aforesaid to the Chicago, West Pullman & Southern Railroad Company Eight Hundred Twenty-four (824) feet to a point which is Four Hundred Six and Five-tenths (406.5) feet North of the North line of 104th Street, thence in a Southwesterly direction Three Hundred One and Nine-Tenths (301.9) feet to a point which is Three Hundred Twenty-Three (323) feet East of the East line of Torrence Avenue, thence South to a point which is One Hundred Nineteen and Five-tenths (119.5) feet North of the North line of 104th Street, thence Northeasterly Forty-nine and Two tenths (49.2) feet to a point which is One Hundred Fifty-two and Seventy-eight Hundredths (152.78) feet North of the North line of 104th Street, thence Northeasterly Fifty (50) feet to a point which is One Hundred Seventy-eight and Twenty-six Hundredths (178.28) feet North of the North line of 104th Street, thence Northeasterly Fifty (50) feet to a point which is Two Hundred (200) feet North of the North line of 104th Street and which is Three Hundred Sixty-five and Three-tenths (365.3) feet West of the Westerly line of Manistee Avenue, thence due East and parallel with the

North line of 104th Street Three Hundred Sixty-five and Three-tenths (365.3) feet to a point in the West line of Manistee Avenue which is Two Hundred (200) feet north of the North line of 104th Street, thence due North along the West line of Manistee Avenue and along said West line extended a distance of Two Thousand Two Hundred Forty-Seven and Thirty-nine Hundredths (2247.39) feet to the point of beginning, namely, the intersection of the South line of 100th Street with the West line of Manistee Avenue extended.

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PARCEL Q
Tract 2:

Block 49 of Notre Dame Addition to South Chicago, being a subdivision of the South 3/4 of Fractional Section 7, Township 37 North, Range 15 East of the 3rd Principal Meridian, in Cook County, Illinois, a plat of which Addition was recorded in the Recorder's Office of Cook County, Illinois, on December 29, 1876, in Book 12 of Plats on Page 39 as Document No. 116049;

Also that part of Block 50 of said Notre Dame Addition to South Chicago, lying East of the Right of Way of the Chicago, Rock Island and Pacific Railroad as said Railroad Right of Way is now used and in operation and East of the Northeasterly line of a strip of land conveyed by Edward Sorin to the Chicago, Rock Island and Pacific Railway Company, by deed dated March 29, 1887 and recorded in the Recorder's Office of said Cook County in Book 2027 of Records, on page 635, and lying East of the Right of Way of the Chicago West Pullman and Southern Railroad, (excepting those parts of said Block 50, each 25 feet in width described in and purported to be conveyed by a quit claim deed from the Calumet and Chicago Canal and Dock Company, James H. Bowen and Caroline A. Bowen, his wife and Edward Sorin to Joseph H. Brown and others, dated June 7, 1875 and recorded in the Recorder's Office of Cook County, Illinois, as Document No. 38985, in Block 467 of Records, on page 273);

Also that part of the South 3/4 of said Fractional Section 7 bounded and described as follows:
 Commencing at the Northwest corner of Block 49 of said Notre Dame Addition to South Chicago, and running thence South along the West line of said Block 49 to the Southwest corner of said Block 49, said corner being on the North line of 105th Street in the said City of Chicago; thence West along the North line of 105th Street to the Southeast corner of Block 50 of said Notre Dame Addition to South Chicago; thence North along the East line of said Block 50 to the Northeast corner of said Block 50, said corner being on the South line of 104th Street in the said City of Chicago; thence East along the South line of said 104th Street to the Northwest corner of said Block 49 being the place of beginning.

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PARCEL Q
Tract 3:

Also that part of said fractional Section Seven (7) described as follows: Beginning at a point on the South line of 105th Street Five Hundred and Seventy (570) feet West of the point of intersection of said South line of 105th Street and the West line of Manistee Avenue, and running thence South on a line parallel to and Five Hundred and Seventy (570) feet West of the West line of Manistee Avenue to the North line of 106th Street thence West on the North line of 106th Street Fifty (50) feet thence North parallel to and Six Hundred and Twenty (620) feet West of the West line of Manistee Avenue to the South line of 105th Street, thence East along the South line of 105th Street Fifty (50) feet to the place of beginning;

Excepting from the above Tracts of Parcel Q those portions thereof conveyed to the Chicago, West Pullman and Southern Railroad Co. by deeds dated May 1, 1924 recorded December 1, 1910 as Document no. 108187; dated December 20, 1913, recorded March 24, 1914 as Document no. 5361238; dated April 15, 1951, recorded April 20, 1953 as Document no. 11510640; and dated March 31, 1953 recorded April 10, 1953 as Document no. 1579200.

S&D

PARCEL 3
Tract 1.

A parcel of land in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, more fully described as follows: Beginning at the Northwest Corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18); thence East along the North Line of said Section Eighteen (18), a distance of One Thousand Three Hundred Thirty and Sixteen Hundredths (1330.16) feet, to a point on the North and South center line of said Section Eighteen (18); thence South along the last described line, a distance of Four Hundred Eighty-Four and Fifty-One Hundredths (484.51) feet to a point being Three Hundred Twenty-Five (325) feet North of the Northwesterly Dock Line as established by ordinance of City Council of the City of Chicago passed June 29, 1920; thence Southwesterly along a line drawn parallel with the said Northwesterly Dock Line a distance of Two Hundred Twenty-Five (225.0) feet; thence West along a line drawn parallel with and Five Hundred Eighty-Eight and Fifty-Three Hundredths (588.53) feet South of the North Line of said Section Eighteen (18) a distance of Six Hundred Ninety-Nine and Eighty-Four Hundredths (699.84) feet to a point which is Thirty-Eight (38) feet Northeasterly of the center line of a railroad track; thence Northwesterly along a straight line a distance of Five Hundred Eighteen and Eighty-Six Hundredths (518.86) feet to a point on the West Line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18), which is Three Hundred (300.0) feet South of the place of beginning; thence North along last described line to the place of beginning;

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PARCEL R
Tract 2:

A parcel of land in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, more fully described as follows:

Beginning at a point One Hundred (100.0) feet West of the Northeast Corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18); thence South along a line drawn parallel with and One Hundred (100.0) feet West of the East Line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18) a distance of Three Hundred Fifty-Eight and Nine Hundredths (358.09) feet to a point which is Fifteen (15) feet at right angles to the center line of a Railroad track; thence Northwesterly on a straight line parallel with said center line of track a distance of Eleven and Forty-Five Hundredths (11.45) feet; thence Northwesterly along a curved line concentric to said center line of track, convexed Southwesterly tangent to last described straight line and having a radius of One Thousand Two Hundred Forty-Seven and Thirty-Five Hundredths (1247.35) feet, a distance of Eighty-Four and Ninety-One Hundredths (84.91) feet (arc); thence continuing Northwesterly along a curved line, convexed Southwesterly concentric to said center line of track, tangent to last described curved line and having a radius of Five Hundred Nineteen and Thirty-Five Hundredths (519.35) feet, a distance of One Hundred Ninety-Five and Ninety-Nine Hundredths (195.99) feet (arc); thence continuing Northwesterly along a curved line, convexed Southwesterly concentric to said center line of track, tangent to last described curved line and having a radius of Two Hundred Forty-Seven and Thirty-Five Hundredths (247.35) feet a distance of Seventy-Nine and Fifty-Eight Hundredths (79.58) feet (arc); thence continuing Northwesterly along a curved line, convexed Southwesterly, concentric to said center line of track, tangent to last described curved line and having a radius of Eight Hundred Seventy-Two and Thirty-Five Hundredths (872.35) feet, a distance of One Hundred Seventy-Seven and Four Hundredths (177.04) feet (arc); thence continuing Northwesterly along a curved line convexed Southwesterly concentric to said center line of track, tangent to last described curved line and having a radius of One Thousand Nine Hundred Eighty-Seven and Thirty-Five Hundredths (1987.35) feet, a distance of Twenty-One and Sixty-Nine Hundredths (21.69) feet (arc); thence Northwesterly along a straight line tangent to last described curved line, a distance of Fifty-Four and Forty-Nine Hundredths (54.49) feet to a point on the North Line of said Section Eighteen (18), which is Fifteen (15) feet at right angles to the center line of said track and Four Hundred Sixty-One and Sixty-Six Hundredths (461.66) feet West of the place of beginning; thence East along last described line to the place of beginning, all in Cook County, Illinois.

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PARCEL S:

That part of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18); thence West One Hundred (100) feet along the North line of said Northwest Quarter (NW 1/4); thence South along a line One Hundred (100) feet West of and parallel with the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section, a distance of Three Hundred Fifty Eight and Nine Hundredths (358.09) feet to a point which is Fifteen (15.0) feet Northeasterly of the center line of a railroad track; thence Northwesterly on a straight line parallel with said center line of track a distance of Eleven and Forty-Five Hundredths (11.45) feet; thence Northwesterly along a curved line concentric to said center line of track convex Southwesterly, tangent to the last described straight line and having a radius of One Thousand Two Hundred Forty Seven and Thirty-Five Hundredths (1247.35) feet, a distance of Eighty Four and Ninety-One Hundredths (84.91) feet (arc); thence continuing Northwesterly along a curved line, convex Southwesterly concentric to said center line of track, tangent to the last described curved line and having a radius of Five Hundred Nineteen and Thirty-Five Hundredths (519.35) feet, a distance of One Hundred Ninety Five and Ninety-Nine Hundredths (195.99) feet (arc); thence continuing Northwesterly along a curved line, convex Southwesterly, concentric to said center line of track, tangent to the last described curved line and having a radius of Two Hundred Forty Seven and Thirty-Five Hundredths (247.35) feet, a distance of Seventy Nine and Fifty-Eight Hundredths (79.58) feet (arc); thence continuing Northwesterly along a curved line, convex Southwesterly, concentric to said center line of track tangent to the last described curved line and having a radius of Eight Hundred Seventy Two and Thirty-Five Hundredths (872.35) feet, a distance of One Hundred Seventy Seven and Four Hundredths (177.04) feet (arc); thence continuing Northwesterly along a curved line convex Southwesterly concentric to said center line of track, tangent to the last described curved line and having a radius of One Thousand Nine Hundred Eighty Seven and Thirty-Five Hundredths (1987.35) feet, a distance of Twenty One and Sixty-Nine Hundredths (21.69) feet (arc); thence Northwesterly along a straight line tangent to the last described curved line, a distance of Fifty Four and Forty-Nine Hundredths (54.49) feet to a point on the North line of the Northwest Quarter (NW 1/4) of said Section Eighteen (18), which point is Fifteen (15.0) feet Northeasterly of the center line of said tract (as measured perpendicularly thereto) and Five Hundred Sixty One and Sixty-Six Hundredths (561.56) feet West of the

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Place of Beginning; thence West along the North line of the Northwest Quarter (NW 1/4) of said Section to a point Five Hundred Eighty One (581.00) feet West of the Northeast corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section, running thence Southeasterly a distance of Two Hundred Two (202.0) feet more or less, to a point which is One Hundred Ninety One and Six Tenths (191.6) feet South of the North line of the Northwest Quarter (NW 1/4) of said Section and Five Hundred Eighteen and Eighty-Five Hundredths (518.85) feet West of the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section; running thence in a straight line Five Hundred Seventeen (517.0) feet more or less, to a point which is Five Hundred Forty Eight and Four Tenths (548.4) feet South of the North line of the Northwest Quarter (NW 1/4) of said Section and One Hundred Forty Seven and Thirty Hundredths (147.30) feet West of the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section; thence Southeasterly along a line (the Southeasterly extension of which intersects the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section at a point Six Hundred Ninety (690) feet South of the Northeast corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section) to a point One Hundred Twenty Four and Ten Hundredths (124.10) feet Northwesterly of the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section, said point also being on the Southwesterly extension of the Northwesterly line of tract of land described in Document No. 14535418; thence Northeasterly along said Northwesterly line Thirty Nine (39) feet to the Northwesterly extension of the Southwesterly line of the Rock Island Slip; thence continuing Northeasterly along the previously described Northwesterly line Twenty Six and Sixty Hundredths (26.60) feet to the most Northerly corner of a tract of land described in Document No. 14535418; thence Southeasterly Eighty and Seventy-Four Hundredths (80.74) feet to a point on the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section, Six Hundred Fifteen and Ninety-One Hundredths (615.91) feet South of the Northeast corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section; thence North 0° 27' 50" West along the East line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section, a distance of One (1.00) feet; thence South 54° 35' 38" East, Five Hundred Sixty Nine and Sixty-Seven Hundredths (569.67) feet; East, thence South 55° 10' 12" East, Two Hundred Fifty Two and Sixty-Six Hundredths (252.66) feet; thence South 54° 35' 38" East, One Hundred Thirty One and Thirty-Five Hundredths (131.35) feet to a point on the Westerly channel line of the Calumet River, as established by the Government of the United States; thence North 47° 01' 46" East along the channel line to the point of intersection with the West line of a tract dedicated to the City of Chicago per Document No. 6987188; thence North along the West line of said tract to the Northwest corner thereof; thence Northeasterly along the Northwesterly line of said tract to a point Two Hundred Twenty Five (225) feet Southwesterly of the East line of the Northwest Quarter (NW 1/4) of said Section; thence North along a line parallel with the East line of the Northwest Quarter (NW 1/4) of said Section to the point of intersection with a line Five Hundred Eighty Eight and Fifty-Three Hundredths (588.53) feet South of and parallel with the North line of the Northwest Quarter (NW 1/4) of said Section; thence West along the aforesaid parallel line a distance of Six Hundred Ninety Nine and Eighty-Four Hundredths (699.84) feet to a point which is Thirty Eight (38) feet Northeasterly of a center line of a railroad track; thence Northwesterly along a straight line a distance of Five Hundred Eighteen and Eighty-Six Hundredths (518.86) feet to a point on the West line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section, said point being Three Hundred (300.00) feet South of the Place of Beginning; thence North along said West line to the Place of Beginning.

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PARCEL T
Tract 1:

That part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, described as follows: Beginning at a point in the East Line of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18), Six Hundred Ninety (699) feet South of the Northeast Corner thereof, thence running South on the said East Line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), a distance of Sixty-One and Forty-Two Hundredths (61.42) feet to a point; thence in a Northwesterly direction a distance of Two Hundred Fifty-One and Seventy-Six Hundredths (251.76) feet to a point which is Five Hundred Forty-Eight and Four Tenths (548.4) feet South of the North Line of Section Eighteen (18), aforesaid and One Hundred Forty-Seven and Three Tenths (147.3) feet West of the East Line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), thence in a Southeasterly direction a distance of Two Hundred and Five and Twelve Hundredths (205.12) feet to the place of beginning;

PARCEL T
Tract 2:

A tract of land described as follows: Beginning at the Southwest Corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, thence North Seven Hundred and One (701) feet more or less along the quarter line to its intersection with the South Line of the slip now constructed on said quarter quarter, thence Southeasterly along the said South Line of the said slip Nine Hundred Fifty-Six (956) feet to its intersection with the Westerly Line of the Calumet River, as established by the Government of the United States; thence Southwesterly along and following the said Westerly Line of the Calumet River to its intersection with the South Line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18) thence West along the said South Line Six Hundred Twenty-Three and Six Tenths (623.6) feet to the place of beginning;

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PARCEL T
Tract 3:

All that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, beginning at a point on the East Line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18) which is Six Hundred Ninety (699) feet South of the Northeast Corner of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Eighteen (18); thence North along the said East Line Sixty-Nine and Nine Tenths (69.9) feet to the Southwesterly side of a slip heretofore constructed on said premises, thence Northwesterly along said Southwesterly side slip Eighty and One Tenths (80.1) feet to the Northwest end of said slip, thence Southwesterly at right angles to the last mentioned line being on the line of said end of slip produced Southwesterly Thirty-Nine (39) feet to a point thence Southeasterly One Hundred Twenty-Four and One Tenths (124.1) feet to the place of beginning;

PARCEL T
Tract 4:

A strip of land in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, described by beginning at a point in the West Line of said quarter quarter section which is Six Hundred Nineteen and Forty-Eight Hundredths (619.48) feet South of the Northwest Corner thereof; thence Southeasterly along a line forming an angle of Fifty-Four (54) Degrees, Seven (7) Minutes, Forty-Eight (48) Seconds measured from the South to Southeast from the West Line of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18) aforesaid [the bearing of said line being South Fifty-Four (54) Degrees, Thirty-Five (35) Minutes, Thirty-Eight (38) Seconds East] a distance of Nine Hundred Forty-Nine and Sixty-Two Hundredths (949.62) feet to the Westerly channel line of the Calumet River as established by the Government of the United States; thence North Forty-Seven (47) Degrees, One (1) Minute, Forty-Six (46) Seconds East and Six and Thirty-Seven Hundredths (6.37) feet along said channel line; thence North Fifty-Four (54) Degrees, Thirty-Five (35) Minutes, Thirty-Eight (38) Seconds West, One Hundred Thirty-One and Thirty-Five Hundredths (131.35) feet; thence North Fifty-Five (55) Degrees, Ten (10) Minutes, Twelve (12) Seconds West Two Hundred Fifty-Two and Sixty-Six Hundredths (252.66) feet; thence North

Fifty-Four (54) Degrees, Thirty-Five (35) Minutes, Thirty-Eight (38) Seconds West Five Hundred Sixty-Nine and Sixty-Seven Hundredths (569.67) feet to the West Line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18) aforesaid; thence South No (0) Degrees, Twenty-Seven (27) Minutes, Fifty (50) Seconds East Four and Fifty-Seven Hundredths (4.57) feet along said line to the place of beginning;

PARCEL T
Tract 5:

A parcel of land in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, described by beginning at a point in the East Line of said quarter quarter section which is Six Hundred Nineteen and Forty-Eight Hundredths (619.48) feet South of the Northeast Corner thereof thence Northwesterly along a line forming an angle of Fifty-Four (54) Degrees, Seven (7) Minutes, Forty-Eight (48) Seconds measured from North to Northwest from the East Line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18) aforesaid, a distance of Eighty and Ten Hundredths (80.10) feet; thence Northeasterly at right angles to the last described line a distance of Twenty-Six and Twenty Hundredths (26.20) feet; thence Southeasterly Eighty and Seventy-Four Hundredths (80.74) feet to a point in the East Line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18) aforesaid which is Four and Fifty-Seven Hundredths (4.57) feet North of the place of beginning, thence South Four and Fifty-Seven Hundredths (4.57) feet to the place of beginning;

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PARCEL U
Tract 1:

All that part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third (3rd) Principal Meridian which lies West and South of a line described as follows: Commencing at a point in the North line of said Quarter (1/4) Section Five Hundred Eighty-One (581) Feet West of the Northeast corner thereof and running thence Southeast a distance of Two Hundred Two (202) feet, more or less, to a point which is One Hundred Ninety-one and six-tenths (191.6) feet South of the North line and Five Hundred Eighteen and Eighty-five hundredths (518.85) feet West of the East line of said Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18), thence Southeast in a straight line Five Hundred Seventeen and Twenty-eight hundredths (517.28) feet, more or less, to a point which is Five Hundred Forty-eight and four-tenths (548.4) feet South of the North line and One Hundred Forty-seven and three-tenths (147.3) feet West of the East line of said Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18), thence Southeast a distance of Two Hundred Fifty-one and Seventy-six hundredths (251.76) feet, more or less to a point in the East line of said Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18) which is seven hundred fifty-one and forty two hundredths (751.42) feet South of the North line thereof.

PARCEL U
Tract 2:

Also that part of the South fractional half (1/2) of the Northwest Quarter (1/4) of said Section Eighteen (18) which lies West of the Westerly line of the Calumet River as established by the United States Government Survey recorded in the Recorder's Office of Cook County, Illinois, May 17, 1889, as Document No. 1,102,294, in Book 39 of Plats at pages 1 to 9, inclusive.

PARCEL U
Tract 3:

Also that part of the North half (1/2) of the Southwest Quarter (1/4) of said Section Eighteen (18) which lies West of the Westerly line of said Calumet River, as established by the United States Government Survey, above mentioned, and which lies North of a line drawn East and West across said North Half (1/2) of said Southwest Quarter (1/4) Section parallel to and Seven Hundred Seventy-eight and Sixty-six hundredths (778.66) feet North of the South line of said North Half (1/2) of said Southwest Quarter (1/4) section.

Also all the land lying Easterly of the Westerly line of said Calumet River as established by the United States Government Survey, above mentioned, to the center of the channel of the Calumet River and which immediately adjoins lands above conveyed, and which lies between the North and South lines thereof extended Easterly to the center of the river.

Excepting from said Tracts 1 and 2 those lands conveyed to the Calumet Western Railway Company pursuant to Deed dated September 2, 1926 and recorded March 11, 1927 as document number 9575635;

And also excepting those lands conveyed to By-Products Coke Corp., pursuant to Deed dated July 25, 1929 and recorded July 25, 1929 as document number 10438332;

And also excepting those lands conveyed to Chicago & Western Indiana Railroad Company pursuant to Deed dated September 2, 1926 and recorded September 24, 1928 as document number 10155646;

And also excepting those lands conveyed to Calumet Western Railway Company pursuant to Deed dated June 7, 1937 and recorded June 25, 1937 as document number 12017354.

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PARCEL V:

A part of the South Seven Hundred Seventy Eight and Sixty-Six Hundredths (778.66) feet of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Thirty Seven (37) North, Range Fifteen (15), East of the Third Principal Meridian said part being more particularly described as follows: Beginning on the North line of the South Eighty Three (83.00) feet of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) at a point which is Three Hundred Twelve and Forty-Four Hundredths (312.44) feet measured along said North line, East from the West line of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and running thence Northwestwardly along a straight line a distance of Six Hundred Seventy One and Ninety-Eight Hundredths (671.98) feet to a point which is One Hundred Sixty Eight and Twenty-Four Hundredths (168.24) feet East from the West line and Seven Hundred Thirty Seven and Fifty Six Hundredths (737.56) feet North from the South line of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) measured respectively at right angles to and parallel with said West line, thence Northwestwardly along the arc of a circle convex to the Southwest and having a radius of One Thousand Three Hundred Eighty Four and Seventy Hundredths (1384.70) feet a distance of Forty Two and Five Hundredths (42.05) feet to a point on the North line of said South Seven Hundred Seventy Eight and Sixty-Six Hundredths (778.66) feet which is One Hundred Fifty Nine and Eighty-Six Hundredths (159.86) feet measured along the said North line East from the West line of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), thence East along the said North line of South Seven Hundred Seventy Eight and Sixty-Six Hundredths (778.66) feet a distance of Five Hundred Seventy Three and Three Hundredths (573.03) feet, thence South along a straight line a distance of Six Hundred Ninety Five and Sixty Hundredths (695.60) feet to a point on the North line of said South Eighty Three (83) feet of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) which is Four Hundred Thirteen (413.00) feet measured along said North line East from the point of beginning and thence West along said North line of said South Eighty Three (83) feet a distance of Four Hundred Thirteen (413.00) feet to the point of beginning all in Cook County, Illinois.

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PARCEL W:

A part of Lots One (1) to Twenty-Three (23), both inclusive, in Block Three (3) and Lots One (1) to Twenty-Three (23), both inclusive in Block Four (4), together with a part of vacated East 113th Street lying between said Blocks Three (3) and Four (4) and a portion of vacated South Saginaw Avenue extending Seventy-Five (75) feet South of the South Line of East 112th Street and adjoining said Block Four (4), all in Kleinman's Subdivision of the West Five Hundred Five (505) feet of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Thirty-Seven (37) North, Range Fifteen (15) East of the Third Principal Meridian, in the City of Chicago, County of Cook, State of Illinois, said parts being more particularly described as follows:

Beginning at a point on the South Line of East 112th Street, a distance of Four Hundred Sixty-Five (465) feet East of the West Line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4);

Thence South along a line Forty (40) feet West of and parallel with the East Line of said Kleinman's Subdivision, being a line drawn parallel with the aforesaid West Line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) a distance of One Thousand Two Hundred Fifty-Five and Eighty-Six Hundredths (1255.86) feet to the North Line of East 114th Street, being a line drawn Thirty-Three (33) feet North of and parallel with the South Line of said Southwest Quarter (SW 1/4) and also the South Line of aforesaid Block Three (3);

Thence West along said North Line of East 114th Street, a distance of Seventy-Six and Fourteen Hundredths (76.14) feet;

Thence North on a straight line, a distance of One Thousand One Hundred Eighty and Eighty-One Hundredths (1180.81) feet, to a point which is Seventy-Five (75) feet South of the aforesaid South Line of East 112th Street and Three Hundred Ninety and Thirty-Nine Hundredths (390.39) feet East of the said West Line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4);

Thence West parallel with the said South Line of East 112th Street, a distance of Twenty-Five (25) feet;

Thence North on a straight line, a distance of Seventy-Five (75) feet to a point on the said South Line of East 112th Street, a distance of Ninety-Nine and Fifty-One Hundredths (99.51) feet West of the point of beginning;

Thence East along the said South Line of East 112th Street, a distance of Ninety-Nine and Fifty-One Hundredths (99.51) feet to the point of beginning, containing two and two Thousand One Hundred Forty-Five Ten Thousandths (2.2145) acres of land, more or less, SUBJECT TO agreement dated November 6th, 1956, between Calumet Western Railway Company and Interlake Iron Corporation, covering an overhead steel conveyor and supports and RESERVING to the Grantor herein, its successors and assigns an easement in perpetuity for a Railroad track to serve property to the East, in over and across the following described parcel of land:

Beginning at a point in the North Line of East 114th Street at the Southeast Corner of the parcel hereinabove described; thence West along said North Line of 114th Street, a distance of Thirty-Five (35) feet to a point; thence Northeasterly to a point in the East Line of the parcel hereinabove described, said point being Sixty (60) feet distant North measured along said East Line from the Southeast Corner of said parcel hereinbefore described; thence South along the East Line of the parcel hereinbefore described a distance of Sixty (60) feet to the place of beginning, containing One Thousand Fifty (1050) square feet, more or less, situated in Cook County, Illinois.

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PARCEL X
Tract 1:

Lots Five (5) to Ten (10) both inclusive in Block Twenty-Eight (28) in Irondale Subdivision of the East Half (E 1/2) (South of Indian Boundary Line) in Section Thirteen (13), Township Thirty-Seven (37) North, Range Fourteen (14) East of the Third Principal Meridian.

Lots Seven (7) to Ten (10) inclusive in subdivision of West One Hundred Eighty-Seven and One-Half (187-1/2) feet of the East Three Hundred Twenty-Three (323) feet of Block Twenty-Eight (28) aforesaid.

PARCEL X
Tract 2:

An irregular shaped parcel of land which is part of Block Twenty-Nine (29) in Irondale, a subdivision of the East Half (E 1/2) (South of the Indian Boundary Line) of Section Thirteen (13), Township Thirty-Seven (37) North, Range Fourteen (14) East of the Third Principal Meridian, and part of the One Hundred (100) foot strip of land lying between Blocks Twenty-Eight (28) and Twenty-Nine (29) in said Irondale Subdivision described as follows:

Commencing at the intersection of the South Line of said Block Twenty-Eight (28) with the West Line of the East Forty (40) feet of the Northeast Quarter (NE 1/4) of said Section Thirteen (13); thence South along the West Line of the East Forty (40) feet of the Northeast Quarter (NE 1/4) of said Section Thirteen (13) a distance of Thirty-Five (35) feet to the point of beginning of the aforesaid parcel of land; thence West in a line Thirty-Five (35) feet South of and parallel to the South Line of said Block Twenty-Eight (28) a distance of Two Hundred Eighty (290) feet; thence South in a line parallel to the East Line of the Northeast Quarter (NE 1/4) of said Section Thirteen (13), a distance of Three Hundred Forty and Ninety-Six Hundredths (340.96) feet to the intersection with the Southeasterly curved line of the Chemetron Corporation formerly known as National Cylinder Gas Company property; thence Northeasterly along the said Southeasterly curved line being convex to the Southeast and having a radius of Four Hundred Sixty and Nine Hundred Twenty-Five Thousandths (460.925) feet a distance of Three Hundred Seventy-one and Sixty Hundredths (371.60) feet to the intersection with the

West Line of the East Forty (40) feet to the Northeast Quarter (NE 1/4) of said Section Thirteen (13); thence North One Hundred Twelve and Thirty-One Hundredths (112.31) feet to the point of beginning, situated in Cook County, Illinois.

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PARCEL X
Tract 3:

"All that part of the hereinafter described irregular parcel of land lying East of a line 320 feet West of (by rectangular measurement) the East line of the Northeast Quarter of Section 13, Township 37 North, Range 14, East of the Third Principal Meridian, South of the Indian Boundary Line bounded and described as follows:

"Beginning at the point of intersection of the South line of East 109th Street extended West and a line which is 53 feet Northeasterly of, measured at right angles to, and parallel to the Northeasterly line of the original 66 foot right-of-way of the Chicago and Western Indiana Railroad Company; thence Southeasterly on said line 53 feet Northeasterly of and parallel to said Northeasterly original right-of-way line to its intersection with the North line of the South 40 feet of said Northeast Quarter; thence East along the North line of the South 40 feet of said Northeast Quarter to its intersection with the West line of the East 40 feet of said Northeast Quarter; thence North along the West line of the East 40 feet of said Northeast Quarter a distance of 330.59 feet; thence Southwesterly, Westerly and Northwesterly on a curved line convex to the Southeast, South and Southwest having a radius of 460.925 feet an arc distance of 1,045.37 feet more or less, to a point in a straight line which intersects the West line of Bensley Avenue extended South and the South line of East 109th Street extended West which straight line makes an angle of 67 degrees 37 minutes 40 seconds with the South line of East 109th Street; thence Northwesterly on said straight line 390.57 feet to the point of intersection of the South line of East 109th Street extended West and the West line of Bensley Avenue extended South; thence West along the South line of East 109th Street extended West to the point of beginning; (Except that part of the heretofore described parcel of land lying Westerly and Southerly of the following described line; commencing at the point of beginning of the heretofore described parcel; thence East along the South line of the aforesaid East 109th Street extended West 23.99 feet more or less, to an intersection with a line 73 feet Northeast of, measured at right angles to, and parallel to the Northeast line of the aforesaid original 66 foot Chicago and Western Indiana Railroad right-of-way; thence Southeasterly along said line 73 feet Northeast of and parallel to the Northeast line of said original 66 foot right-of-way a distance of 656.00 feet, more or less, to a point of tangent which is 223.72 feet Northwest of the North line of the South 40 feet of said Northeast Quarter of said Section 13 as measured along said parallel line extended Southeasterly to an intersection with said North line of said South 40 feet; thence Southeasterly on a curved line convex Southwesterly tangent to last described course and having a radius of 371.97 feet an arc distance of 366.59 feet more or less to a point of tangent 60 feet North of the East and West centerline of said Section 13 which point is 508.75 feet West of the East line of said Section 13; thence East along the North line of the South 60 feet of the Northeast Quarter of said Section 13, 177.18 feet to a point of tangent; thence Northeasterly on a curved line convex to the Southeast tangent to last described course and having a radius of 371.97 feet an arc distance of 335.09 feet, more or less, to a point on the West line of the East 40 feet of said Northeast Quarter which point is 201.00 feet North of the East and West centerline of said Section 13).

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(B) General Exceptions and Specific Exceptions concerning the steel mill.

1. Provisions of Ordinance of the City of Chicago, dated June 29, 1920, recorded as Document No. 6987180 and grant made to the United States of America recorded in Cook County as Document No. 7435333.
2. To easement for water main granted to Louis Dreyfus Corp. by instrument dated August 1, 1958.
3. To easements, covenants and restrictions created by grant recorded in Cook County, Illinois as Document No. 16959928.
4. Encroachment of frame building on premises in question over and onto premises West and adjoining 8.73 feet.
5. Grant of an easement dated December 5, 1956 and recorded July 17, 1957 as Document 16959928 between Chicago Rock Island and Pacific R. R. Co., a corporation and Reval & Co., Inc., a corporation giving access to the Calumet River over the premises in question.
6. Subject to the grants, conditions, agreements and stipulations contained in a deed made by Dickinson & Boyles to Frederick R. Hazard, dated April 25, 1903 and recorded July 1, 1903 in Book 8243, page 361, as Document No. 3,411,544.
7. Rights and easements of Charles Dickinson and Charles D. Boyles reserved in the Warranty Deed dated April 25, 1903 and recorded July 1, 1903 as Document 3411544 to Frederick R. Hazard of an easement North and South across the South 778.66 feet of the Northwest Quarter of the Southwest Quarter aforesaid 30' in width East of and adjoining the right-of-way of the Calumet Western Railway Company.
8. Ship canal or slip 170' wide, the center line of which is to be 778.66 feet North of the South line of the Northwest Quarter of said Section 18 and extending West from the West line of the Calumet River, as established by United States Government Survey 1200' as provided in the Warranty Deed from Charles Dickinson and Charles D. Boyles to Frederick R. Hazard dated April 25, 1903 and recorded July 1, 1903 as Document 3411544.

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9. Reservation contained in deed from Interlake Iron Corporation to International Harvester Company, a corporation of New Jersey, dated December 14, 1962 and recorded December 21, 1962 as Document No. 18670560, wherein the grantor reserves to itself all right, title and interest in and to the South half of the ship canal of slip abutting premises in question on the East side thereto, including all right, title and interest in the South half of said canal or slip if the same shall ever be abandoned as a canal or slip, subject only to the right of grantee to enter the South half of said canal or slip for the purpose of constructing and maintaining any wall which grantee may erect in the future abutting the West end of said canal or slip.
10. Obligations arising out of easement agreement, dated December 14, 1962 and recorded December 21, 1962 as document 18680561, wherein the grantor, Interlake Iron Corporation, a corporation of New York, and the grantee International Harvester Company, a corporation of New Jersey, agree that where either of them or their successors and assigns, find it necessary to enter upon said easement South of the premises in question, for purposes of reconstruction, maintenance, or repair of their respective railroad tracks and roadways, or of the grantor's 36' water intake line, and by reason thereof shall disturb the improvements of the other within the area encompassed within such easement, the party so making such disturbance, its successors and assigns, shall at its or their own expense, repair or replace any improvement which may have been disturbed, unless excused by the other, in writing, from so doing.
11. Easement to erect, install, lay, use, maintain, replace or remove a sewer, duct line, and piping under and across the premises in question, contained in grant from International Harvester Company, a corporation of New Jersey to Interlake Iron Corporation, a corporation of New York, dated December 15, 1962 and recorded December 21, 1962 as document no. 18680562.
12. Easement for Interlake Iron Corporation Coke Conveyor crossing part of premises in question.
13. Agreement dated November 6, 1956 between Calumet Western Railway Company and Interlake Iron Corporation relating to an overhead steel conveyor and supports as set forth in deed recorded June 24, 1963 as document 18833782.

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14. Easement for a railroad track to serve premises to the East as reserved in deed from Calumet Western Railway Company to International Harvester Company dated May 17, 1963 and recorded June 24, 1963 as document 18833782 in, over and across that part of the premises in question described as follows:

Beginning at the Southeast corner thence West along the North line of 114th Street a distance of 35 feet, thence Northeasterly to a point in the East line of premises in question, said point being 60 feet distant North, measured along the East line from the Southeast corner of premises in question, thence South along the East line of premises in question a distance of 60 feet to the place of beginning.

15. Rights of the Peoples Gas, Light & Coke Company for maintenance of 16" H.P. steel main, suspended from conveyor over premises in question. (Vacated 113th Street and Lot 1 in Block 3).
16. License for construction and use of roadway for removal of goods from railway cars. South of 106th Street and East of Torrence from Wisconsin Steel to Belt Railway Company of Chicago, dated October 17, 1911.
17. License for operating rights over tracks in a railway yard to be constructed, 2.2145 acres of land between 112th and 114th Streets from International Harvester Company to Calumet Western Railway dated
18. License for installation of oxygen gas line. In and through a pedestrian subway across the right of way and beneath the tracks of the Chicago and Western Indiana Railroad Company and the Belt Railway Company near 109th Street from International Harvester Company to National Cylinder Gas Company dated June 24, 1954.
19. License for electrical lines, 145' East of Manissee and from 25' North of 100th Street to 348'6" North of 100th Street. From International Harvester Company to Commonwealth Edison dated October 1, 1956.
20. Rights of way for drainage ditches, feeders, and laterals, if any, easements or claims for easements not shown by the public records, and roads and highways.
21. Rights of United States, State of Illinois, The City of Chicago and the Sanitary District of Chicago in and to that part of the premises in question which borders on

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the new Channel of the Calumet River for navigation, docking and other purposes and in and to so much of the premises in question as is covered by the waters of such river; also rights of the property owners in and to the free and unobstructed flow of the waters of said River.

22. Railroad rights of way of the Calumet, Western Railway Co., Chicago West Pullman, and Southern Railroad, the Chicago and Western Indiana Railroad and the Belt Railway of Chicago, their successors and assigns.
23. Rights, interests and easements in favor of the City of Chicago and the Public and the adjoining property owners in and to ship canals or slips for the purposes of navigation and all privileges incident thereto and the right of control over such canals and slips to the United States Government, the State of Illinois, the City of Chicago, and the Sanitary District of Chicago.
24. Railroad rights of way, switch and spur tracks.
25. Rights of parties in possession of portions of the premises.
26. Loading dock and Lot lease - .832 acres from International Harvester Company to Spang & Company from 1/19/73 through 12/31/77 - \$7,280 annually - Calumet River.
27. Vacant Land Lease - 2.518 acres from International Harvester Company to Illinois Slag & Ballast - from 7/1/75 to 6/30/76 and continuing annually until cancelled by either party upon notice four (4) months prior to any June 30th - \$1,062 annually - North of 112th.
28. Vacant Land Lease - 18.82 acres from International Harvester Company to Illinois Slag & Ballast from 7/1/75 to 12/31/77 - \$7,938 annually - between 100th and 99th.
29. Vacant Land Lease - 14.64 acres from International Harvester Company to Illinois Slag & Ballast from 6/21/76 through 12/31/77 year-to-year thereafter cancellable upon six (6) months notice - \$120.00 annually - South of 100th Street to 104th Street.
30. R. R. Track Purposes Lease - 1.547 acres from International Harvester Company to CNPSRR from 3/1/76 through 2/28/81 - \$120.00 annually - between 100th and 103rd at Torrence.

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31. Office Lease - 220 square feet from International Harvester Company to CWP&MR from 10/1/57 through 9/30/62 monthly until terminated - \$480.00 annually - railroad Clerk's Office.
32. Financing Statment made by International Harvester Company to Illinois Industrial Pollution Control Financing Authority recorded with the office of Recorder of Deeds of Cook County, Illinois on August 16, 1976.
33. Construction, Financing and Installment Sale Agreement between Illinois Industrial Pollution Control Financing Authority and International Harvester Company dated August 1, 1976 and recorded August 11, 1976 as document no. 23592941.
34. Easement Agreement between International Harvester Company and Chicago and Western Indiana Railroad Company and the Belt Railway Company of Chicago for railroad track installation over property lying North of East 106th Street dated June 1, 1958.
35. Grant of Easement for electrical lines from International Harvester Company to Commonwealth Edison dated March 19, 1969 and recorded April 17, 1969 as document no. 20313420.
36. Easement for maintenance of channel improvement works from International Harvester Company to the United States of America dated March 19, 1964 and recorded April 3, 1964 as document no. 1909338.
37. Easement for maintenance of channel improvement works from International Harvester Company to the United States of America dated March 19, 1964 and recorded April 3, 1964 as document 19090337.
38. Grant of Easement for ingress and egress from International Harvester Company to Illinois Industrial Pollution Control Financing Authority dated August 11, 1976 and recorded August 11, 1976 as document no. 23592940.
39. Financing Statement made by Illinois Industrial Pollution Control Financing Authority filed with the Secretary of State on August 11, 1976 as document no. 970124.

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Box 789

STATE OF ILLINOIS
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PB. 10762

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AUG-2-77 DEPT. OF REVENUE
PB. 10762

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STATE OF ILLINOIS

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OFFICE OF THE COMMISSIONER
RECEIVED TRANSACTION TAX

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OFFICE OF THE COMMISSIONER
RECEIVED TRANSACTION TAX

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OFFICE OF THE COMMISSIONER
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DEPT. OF
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STATE OF ILLINOIS
AUG-277 REVENUE 100.00
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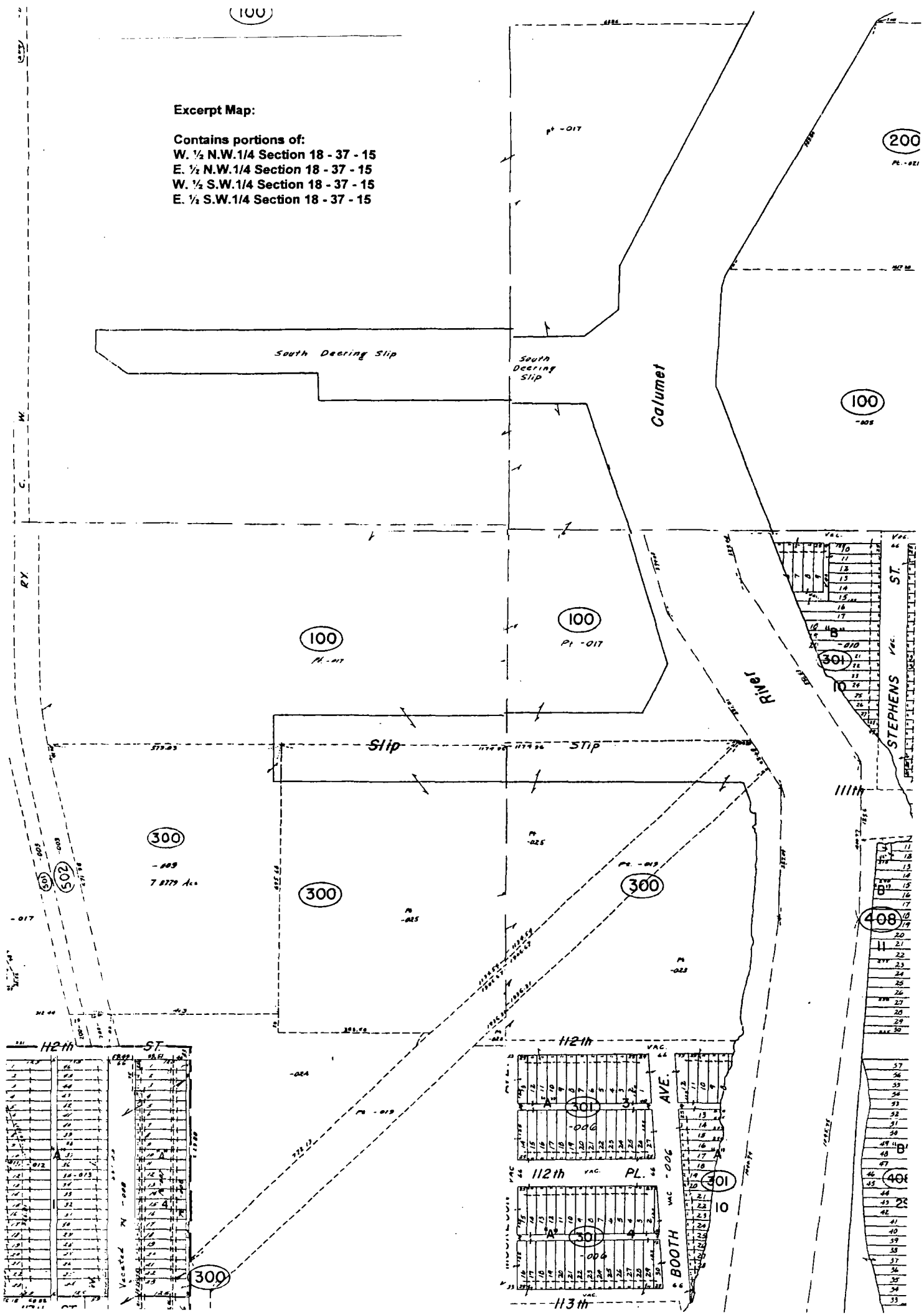
STATE OF ILLINOIS
AUG-277 DEPT. OF REVENUE 999.00
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**ATTACHMENT B
SITE PLAT MAPS**

Excerpt Map:

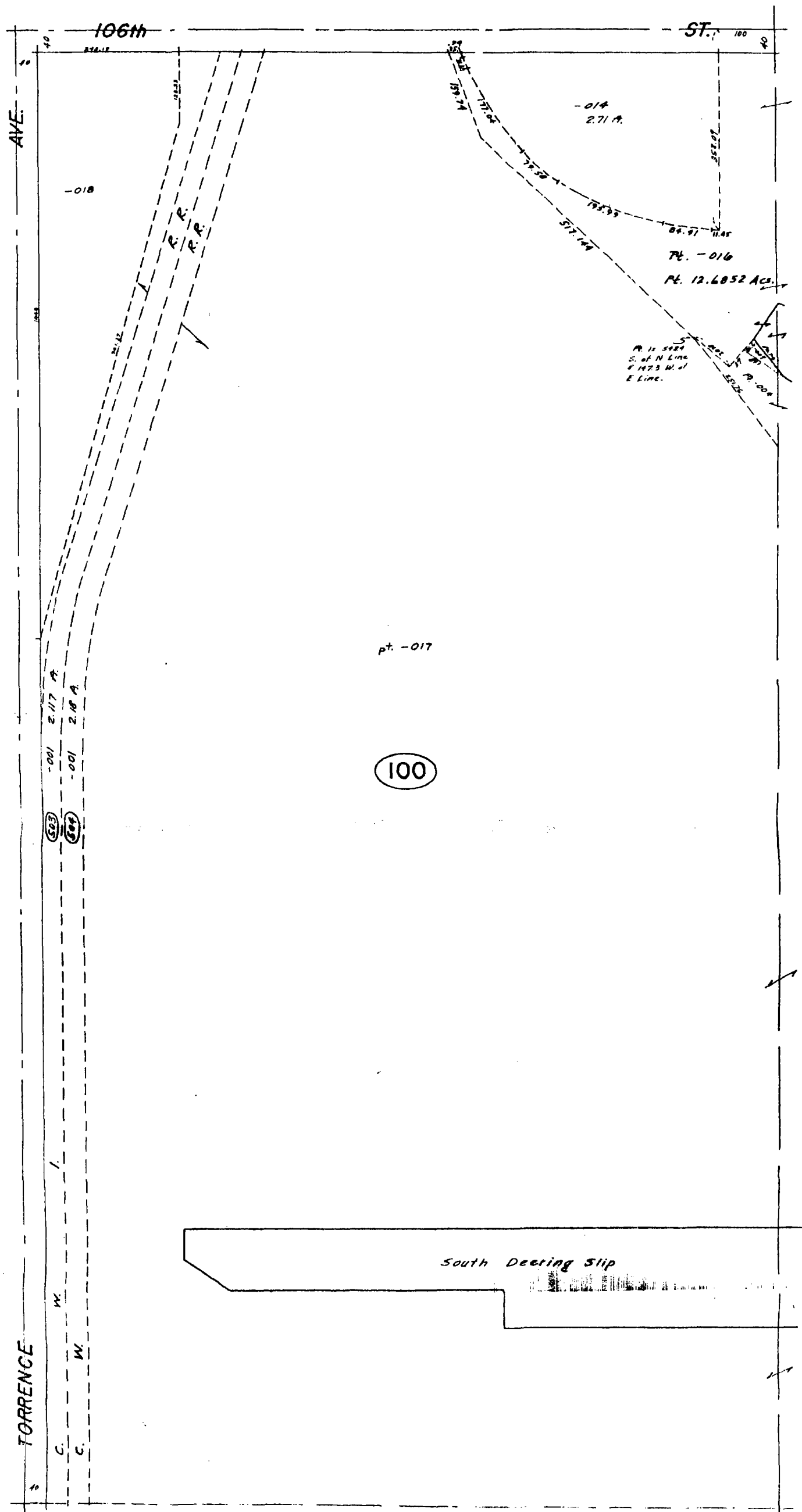
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W. 1/4 N.W. 1/4 Section 18 - 37 - 15
E. 1/4 N.W. 1/4 Section 18 - 37 - 15
W. 1/4 S.W. 1/4 Section 18 - 37 - 15
E. 1/4 S.W. 1/4 Section 18 - 37 - 15



37-15-18C
26-18

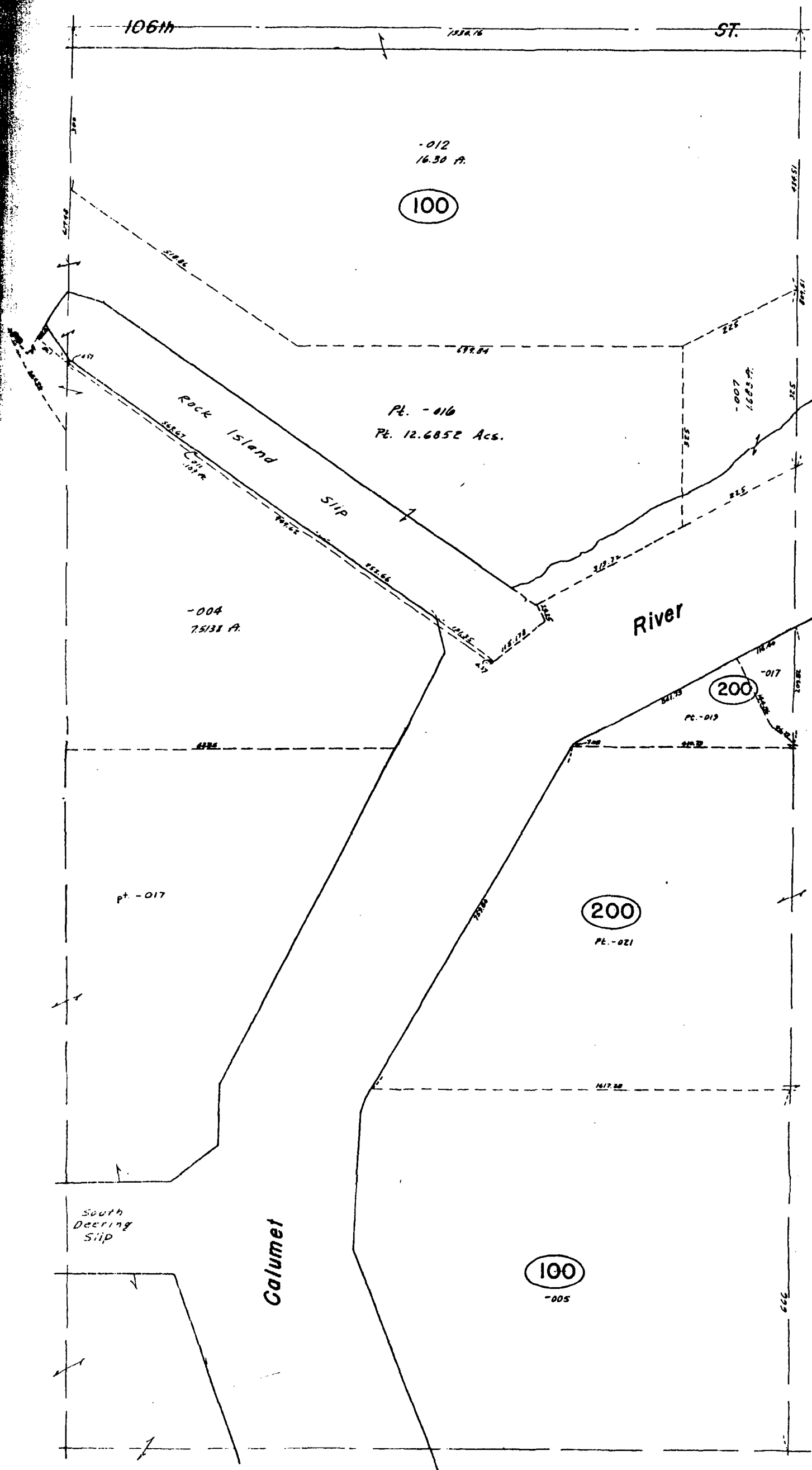
W. 1/2 N.W. 1/4 Sec. 18 - 37-15
HYDE PARK TWP.

"A"
THE CALUMET IRON & STEEL CO. SUB
of all that part lying N. of the N. line of
land reserved for Canal, of the E. 1/4 of
of the W. 1/2 of Sec. 18-37-15. Rec.
Nov. 17, 1890. Doc. 1373209.
Vacation of above sub.
Rec. May 16, 1900. Doc. 2981753.
Rec. June 24, 1903. Doc. 3408716



E. 1/2 N.W. 1/4 Sec. 18-37-15
HYDE PARK TWP.

37-15-18D
26-18

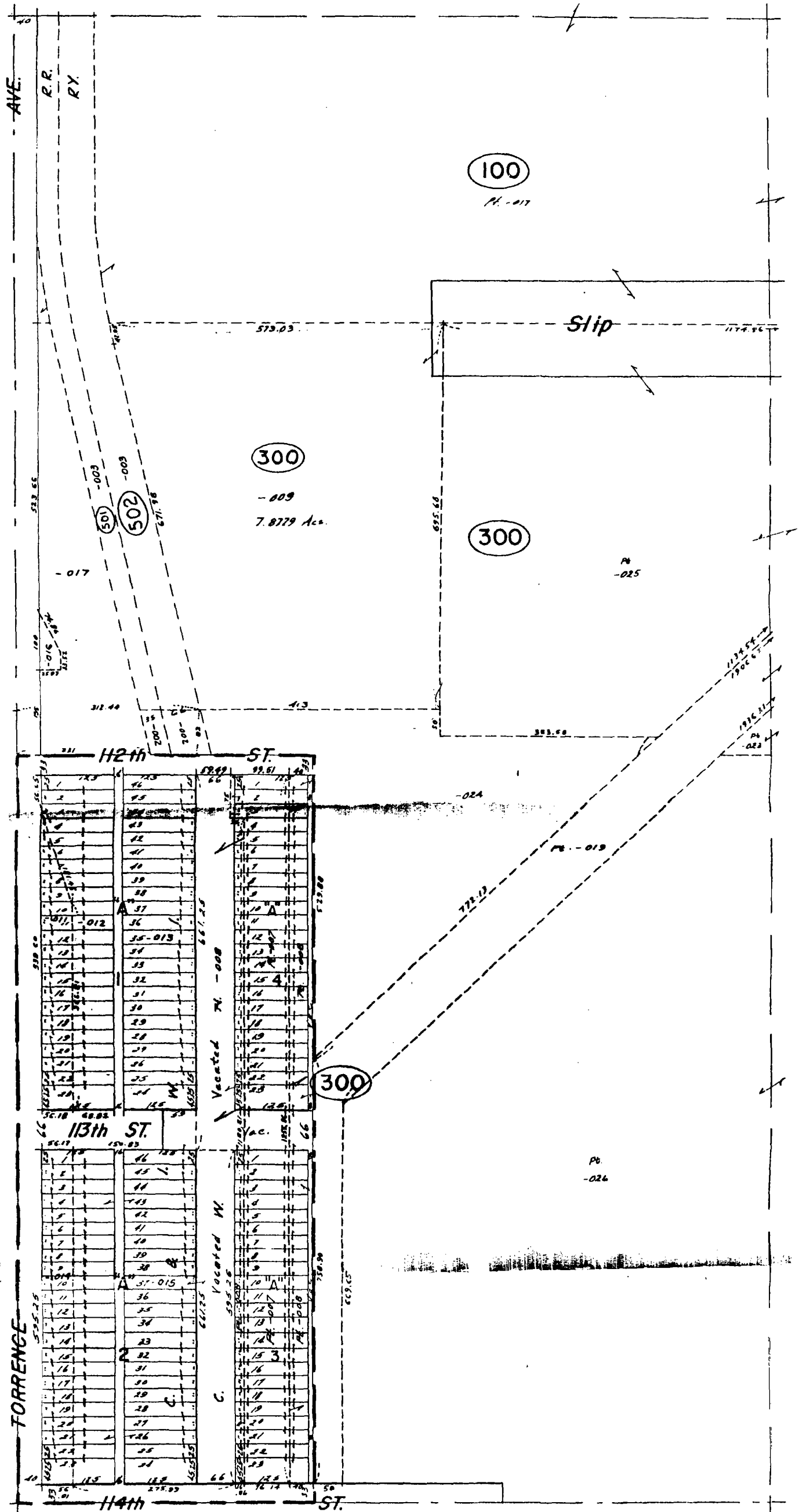


"A"
J. W. COOPER'S ADD. TO THE TOWN OF HYDE PARK, being the N. W. 1/4 of the N. E. 1/4 N. and W. of the River, and the N. W. 1/4 E. of the River in Sec. 18-37-15. Rec. Jan. 28, 1870. Book 171, Page 13. Doc. 39710. Vacation of Blks. 5, 6, 7, 8, 9, 10, & 11 and alleys in said blocks and the streets in said blocks, Stephens St., Danford St., & Slater St., all of 108th St. and 109th St., the N. 1/2 of 110th St., and the W. 1/2 of Barkley St., all in Cooper's Add. Rec. Aug. 29, 1905. Docs. 3745449 - 50 - 51.
Above vacation declared invalid. See Corp. Counsel's opinion under date of Jan. 6, 1913. Corp. Counsel's opinions dated Mar. 1, 1924 and Mar. 9, 1926, hold that all of Cooper's Add. to Hyde Park is vacated and that the City of Chicago has no right, title or interest in any of the streets or alleys in said sub.

	7	
	EF	
13	18	18
AB	CD	AB
	18	
	EF	

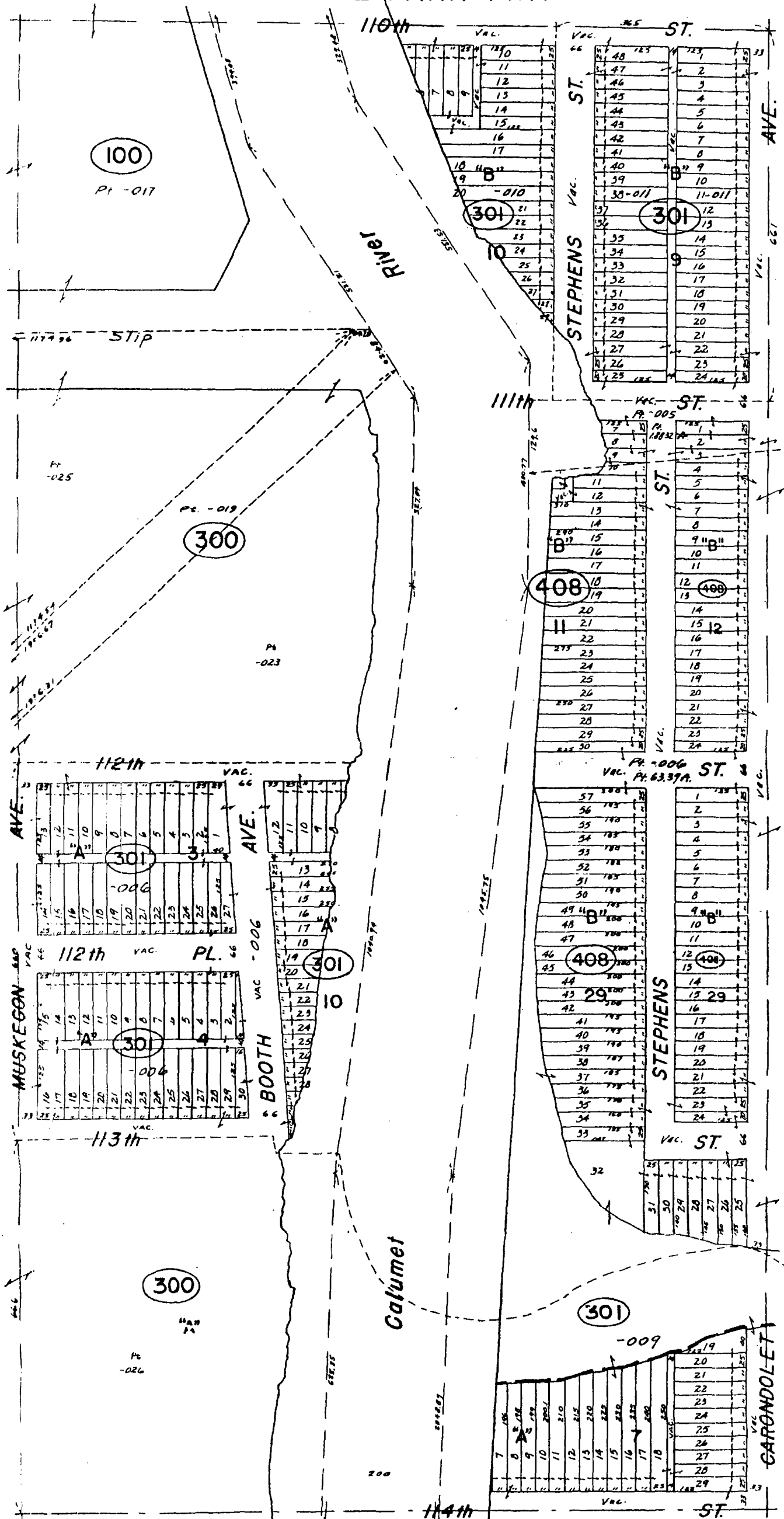
W. 1/2 S.W. 1/4 Sec. 18 - 37 - 15
HYDE PARK TWP.

KLEINMAN'S SUB of the W. 505 ft. of the
S. W. 1/4 of the 8 W. 1/4 of Sec. 18-37-18.
Rec. July 11, 1881. Book 16, Page 13.
Doc. 336936.



E. 1/2 S.W. 1/4 Sec. 18-37-15 HYDE PARK TWP.

37-15-18F
26-18



"A"
ALLEN'S ADD. TO SOUTH CHICAGO of the
E. 1/2 of the S. W. 1/4 of Sec. 18-37-15, W.
of the River. Rec. May 7, 1869. Book 109,
Pages 42 & 43.
Hik. 8 of Allen's Add. to South Chicago never
belonged to Allen and he says it was subdivided
by mistake. Vac. by Dec. 4184753. Rec. 4-19-1908
"B"
RUSSELL'S SUB. of the S. 1/2 East of the
River of Sec. 18-37-15. Rec. Jan. 19, 1869.

	18	
	C/D	
13	18	18
O/H	E/F	G/H
	19	
	C/D	

REVISED JAN. 1, 1998

ATTACHMENT C
WARRANTY DEED
APRIL 25, 1903

BOOK 8243 PAGE

...in mortgage and agreed that in the event the said deed be introduced in a judicial proceeding in any court and a decree for the sale of the property herein granted compelled and assigned, the said deed and interest there shall be included in the judgment and such foreclosure the sum of two hundred (\$200) Dollars for the attorney's or solicitor's fee in such proceeding which sum is being charged upon the said deed and assigned as an additional lien thereon.

In testimony whereof the said Charles Norman Henderson and I have hereunto set our hand and seal at the City of Chicago this first day of June, A.D. 1913.

William E. Clarke

State of Illinois
County of Cook

Charles Norman Henderson a Notary Public in and for and residing in said County, in the State of Illinois do hereby certify that William E. Clarke who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day and before me and acknowledged that he signed sealed and delivered the said Instrument as his free and voluntary act for the uses and purposes therein set forth.

Charles Norman Henderson
Notary Public
Chicago Cook Co. Ill.

Given under my hand and Official Seal this Thirtieth day of June, A.D. 1913.
Charles Norman Henderson
Notary Public

Filed for Record June 20th A.D. 1913 at P.M.
Robert M. Simon
Recorder.

The Indenture made this twenty fifth day of April One Thousand Nine Hundred and Thirteen (A.D. 1913) between Charles Dickinson and Marie J. Dickinson his wife and Charles D. Boyle and Faith J. Boyle his wife of the City of Chicago County of Cook and State of Illinois parties of the first part and Frederick R. Farara of the City of Chicago in the State of New York party of the second part.

Witness that the parties of the first part in consideration of the sum of Two Thousand and no hundred and fifty dollars (\$2,050.00) in hand paid by the second part have acknowledged, signed and delivered to the parties of the second part the following

That part of the North West quarter of the south West quarter, and of the North East quarter of the south West quarter of section Eighteen (18) Township Thirtieth, Range Fifteen (15) East of the third principal meridian described as follows commencing at a point on the West line of said section Eighteen (18) seven hundred and seventy eight and sixty six hundredths (758.66) feet from the South West corner of the North West quarter of the South West quarter of said section Eighteen (18) since said parallel with the West line of said North West quarter of the South West quarter and the North East quarter of the South West quarter of said section Eighteen (18) to the West line of the Calumet River as established by the United States Government survey according to a plat recorded May 17, 1889, in Book 89 of Plats, pages 11 to 2 as Document No. 11284 thence southerly along said West line of the Calumet River established as aforesaid to the South line of the North East quarter of the South West quarter of said section Eighteen (18) thence West along the North line of the North East quarter of the South West quarter and the North West quarter of said section Eighteen (18) to the South West corner of the North West quarter of said South West quarter, thence North along the West line of said North West quarter to the place of beginning, excepting and excluding from the above described tract of land those tracts, pieces and parcels of land described as follows to-wit:

First, That part of the premises above described that falls within the tract conveyed to the Chicago and Western Indiana Railroad Company by deed dated June 27, 1884 and recorded July 25, 1884 in Book 186, page 76, as Document No. 562650.

Second, That part of said premises said described that falls within a strip of land conveyed to the Western Indiana Railroad Company adjoining on the West the land conveyed to said Railroad Company by said deed recorded in Book 186 at page 76 of the records of Boone County which strip extends from the North line of the premises first described until it intersects the curved line described in the said deed to said Railroad Company recorded in Book 186 at page 76 the West line of which strip is two hundred forty five and one half (245-1/2) feet East of the West line of said section Eighteen (18) and parallel therewith.

Third, That part of the right of way of the Chicago and Western Indiana Railroad Company that crosses the South West corner of the North West quarter of the South West quarter of said section

Fourth - That part of said premises

and decided that said north a strip of land conveyed to Edwin A. Warfield and James T. Maher by deed recorded July 5, 1895 as Document No. 27,0902, in Book 636 at page 437, in the Recorder's Office of Cook County, described as follows: A strip across the North West quarter of the South West quarter of section eighteen (18) Township thirty seven (37) North Range fifteen (15) East beginning at a point on the North line of said North West quarter of South West quarter which is three hundred and sixty (360) feet east of the West line thereof, thence southerly, parallel with the West line of said section seven hundred eighty nine and fifty one hundredths (789.51) feet thence southerly to a point on the South line of said North West quarter of the South West quarter which is three hundred seventy two (372) feet east of the West line thereof, thence West along the said South line sixty six (66) feet to a point thence northerly to a point which is three hundred two (302) feet east of the West line and seven hundred eighty nine and fifty one hundredths (789.51) feet South of the North line of said North West quarter of the South West quarter thence northerly parallel with the West line of said North West quarter of the South West quarter to a point on the North line thereof, thence Easterly along the said North line sixty six (66) feet to the place of beginning.

This conveyance is made subject to the reservation for street purposes of the South West three (3) feet of said tract, hereby conveyed, and the West forty (40) feet of said tract, which part hereby dedicated for streets also subject to the right of the City of Chicago to establish dock lines on that part bordering on the Calumet River.

And whereas the said parties of the first part claim a right under an agreement made by the Mackinac and Moon Manufacturing Company with Edwin A. Warfield and James T. Maher to construct, maintain, and operate a single track, running from the tracks of the Chicago and Western Indiana Railroad Company across the strip conveyed to the said Edwin A. Warfield and James T. Maher, by deed recorded July 15, 1895 as Document No. 27,0902 and recorded in Book 636 at page 437, and now or recently known as the right of way of the Calumet and Western Railroad, to that part of the North West quarter of the South East quarter, eight (8) East thereof (the location of which crossing has not yet been fixed, but is to be determined by said parties) and said parties of the second part agree to set the use and enjoyment of said premises for

BOOK 8243 PAGE

himself, his heirs and assigns as owner of the premises hereby conveyed.

And whereas said parties of the first part desire to, and do reserve the right of way and easement over and across said premises hereby conveyed, from the road line to the south line thereof in perpetuity for a double track railroad.

And whereas said easement and right of way is for the use and convenience of the property owned by said first parties on North line of the lands hereby conveyed, as well as land on the South thereof which said first parties have or may hereafter purchase.

It is therefore agreed that said easement for a double track railroad thirty (30) feet wide extending from North to South across the premises herein conveyed shall be and is hereby reserved by and granted to said first parties East of and adjoining said right of way of the Calumet and Western Railway Company the second party to have and reserve and is hereby granted the right to construct maintain and operate a pipe for gas under said along the said thirty (30) feet railroad right of way in such location and in such manner as shall not interfere with the construction maintenance or operation of said railroad upon said right of way, and that said double tracks may be connected with the switch crossing to be made across the right of way of the Calumet and Western Railroad and that the said second party his heirs and assigns as the owners of said premises so conveyed as well as said first parties their heirs and assigns shall have the right to the use with the engines and cars, on such switch crossing, and also the broken use with said engines and cars of so much of any of said railroad of said first parties as may be necessary to give suitable land broken switch connection between the said premises hereby conveyed, of said second party, his heirs and assigns as aforesaid and said switch crossing the construction and maintenance of said switch crossing to be done or caused to be done by the said first parties and said first parties their heirs and assigns as to have the right to prescribe and impose reasonable regulations for the safe and convenient use thereof, and of the East of said railroad of the said first parties if ever provided for switch connection therewith and the said first parties their heirs and assigns shall have the right to impose and charge said second party, his heirs and assigns as aforesaid, and the said second party his heirs and assigns as aforesaid, in the last towards the cost, expense, construction and maintenance of such switch crossing and connections

thence, and any device or other means which may be at any time installed for the convenience and safe improvement and operation of said switch crossing and for the maintenance of such part of said trail.

Now last mentioned, if any, so asked by said second party his heirs or assigns, for switch connection thereon, a fair proportion of the cost of such proportion of the crossing with said section of land (11) respectively owned by said parties at the date of this deed, and a fair proportion of maintenance and operation to be computed on a wheelage basis, i. e. in such proportion to the whole expended as the number of engines and cars passing over the same to or from their respective premises aforesaid, shall bear to the whole number of engines and cars passing over the same or such like sum as the said first parties their heirs and assigns shall from time to time impose or such sum as may otherwise be agreed upon by the parties.

It is agreed that if the party of the second part hereinafter shall hereafter know any additional switch crossing over the Calumet and Western Railroad such switch crossing and connection shall be for the joint benefit of the land of said first parties their heirs and assigns above mentioned, on the same terms as said second party is given the right to use said crossing first above mentioned.

It is further mutually agreed between the parties hereto that a slip shall be constructed one hundred (100) feet wide and of the same depth as the channel of said river, adjacent to said slip may be or become extending from the Calumet River Westward a distance of twelve hundred (1200) feet measured from the Western line of said Calumet River as hereinafter established by the United States Government Survey on and along the south line of said slip the middle line of said slip to be the front line of the tract of land hereby conveyed by said first parties to said second party. The cost of excavating said slip is to be borne by the first and second parties hereto in proportion to the frontage of land abutting on said slip owned by said respective parties measured from the West line of said slip as constructed to the point where the bell-shaped abutment from said slip to said river commences, and said slip is to be maintained in and for the most use of the owner of the land abutting on said slip each of the

more of property, situated on such slip to maintain at his own cost and expense so much of said slip as he uses or in front of the premises to the middle line of said slip and in case of the refusal or failure of any such owner so to do the respect of any other of such owners then such other of such owners may cause the necessary work to be done for that purpose at the expense of such defaulting owner and upon paying the same may recover of said owner such defaulting owner the amount said bond indebted thereon. And each of the parties hereto grants to the other his or their heirs and assigns an easement in the land owned by them respectively for the purpose of said slip and the said easement said the right and obligations hereby provided with respect to said slip shall run with the land abutting upon said slip and pertain to and be binding upon the respective owners thereof then heirs and assigns.

And the parties of the first part in consideration of the premises grants an easement to the said party of the second part his heirs and assigns for the purpose of constructing and maintaining a gas line through the property owned by said first parties in the North West quarter of the south east quarter of said section eighteen and the south four hundred seventy (470) feet of the south half of the North West quarter of said section eighteen. A line of the River creek the first ten (10) acres thereof from the North line of the property hereby conveyed to the North line of the said property now owned by said first parties which said line is to commence on the North line of the property hereby conveyed and run North on a line not less than nine hundred thirty (930) feet east of the West line of said section eighteen (18) and not more than one thousand (1000) feet east of said West line of said section said line is to be laid in the ground at a depth not less than seven (7) feet below Chicago datum and is to be so constructed that no gas will escape therefrom said pipe is to be not to exceed three (3) feet in diameter and is to be so constructed and maintained by said second parties as to interfere as little as may be with the use and enjoyment by the said first parties then heirs and assigns of said premises now owned by said first parties. And said pipe where the same shall pass under the slip which now exists on said remaining premises of said first parties but is to or may be widened and deepened by them and where the same shall pass under the slip to be constructed as herein provided for shall be placed and kept by said second party at such depth below the bottom of said slip that the same shall not interfere with

the navigation or use by vessels of said lake as the said
slip may be constructed, or from time to time enlarged,
or decreased, for that purpose.

This conveyance is subject to the
payment by the parties of the second part of the sum of
Twenty Five Thousand Dollars (\$25,000.00) and
interest thereon at five (5) per cent per annum from
April 25, 1913, being that part of the indebtedness
secured by bonds numbered from one hundred and
one (1) to one hundred and twenty (20) both inclusive
said bonds being for the sum of five hundred
dollars (\$500.00) each and by bonds numbered
from one hundred and twenty-one (21) to one hundred
and eighty-five (85) both inclusive for the sum of one
thousand dollars (\$1,000.00) each, all of said bonds
bearing interest at the rate of five (5) per cent per annum
payable semi-annually, all of said bonds being secured
by a trust deed given by the parties of the first part
to Francis C. Garbony, Trustee, his deed dated February
15, 1911, and recorded in the Recorder's office of Cook
County, Illinois on September 9, 1911, as Document No.
3147490, covering the interests being conveyed and
other property. The said sum of seventy five
thousand dollars (\$75,000.00) and interest from the
25th of April 1913, according to the terms of said bonds,
the parties of the second part, as a part of said
consideration money, promise (and agree to pay,
and the parties of the first part covenant and
agree to pay the remaining portion of the indebtedness
secured by said trust deed.

And the said parties of the
first part covenant and agree with the said parties of the
second part, his heirs and assigns, that if the said
parties of the second part, his heirs or assigns, shall
at any time being the maturity of the said bonds
and interest which said second party is assumed
to pay, decide to exercise the election to pay all of
said bonds so assumed by him before the maturity
thereof the said parties of the first part will on receiving
notice from said second party, his heirs or assigns
of said election also elect to pay, with notice and pay
the said bonds of the second part also pay at
the time time the bonds and interest he is to pay,
the remaining indebtedness secured by the said trust
deed secured the parties of the second part his heirs
or assigns shall give the said first parties notice in
writing at least four (4) months before the time of making
payment of his election to pay the said bonds
which he is assumed and the said first parties
further agree that in case the said second party shall

BOOK 8243 PAGE

BOOK 8248 PAGE

and to keep out of the house ground for some time...
the first of February 1858 the said parties of the first
part... the said parties of the first part...
lead to it, and on account of the matter to be inquired
into... the said parties of the first part...

and to the same end... the said parties of the first part...
and to the same end... the said parties of the first part...

and the parties of the first part... the said parties of the first part...
and the parties of the first part... the said parties of the first part...

the parties of the first part... the said parties of the first part...
the parties of the first part... the said parties of the first part...

Charles Dickinson
Nathaniel Dickinson
Charles D. Boyer
Edw. G. Boyer
= R. Boyer

Wm. A. Allen
Nathaniel Dickinson
Charles D. Boyer
Edw. G. Boyer
= R. Boyer

State of Minnesota... the said parties of the first part...
the said parties of the first part... the said parties of the first part...
the said parties of the first part... the said parties of the first part...
the said parties of the first part... the said parties of the first part...

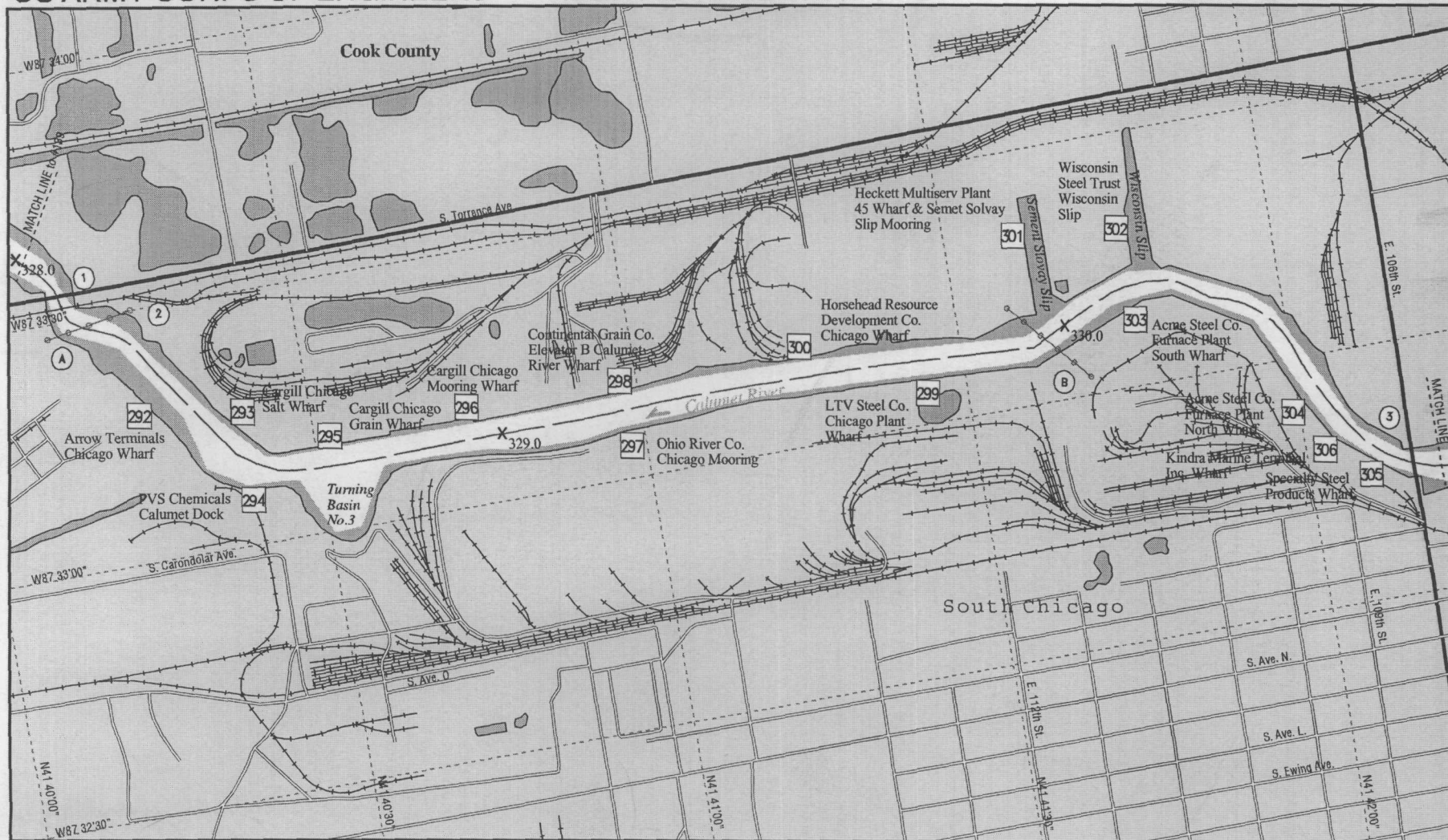
the said parties of the first part... the said parties of the first part...
the said parties of the first part... the said parties of the first part...

the said parties of the first part... the said parties of the first part...
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the said parties of the first part... the said parties of the first part...
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the said parties of the first part... the said parties of the first part...

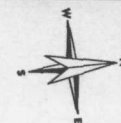
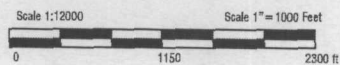
the said parties of the first part... the said parties of the first part...
the said parties of the first part... the said parties of the first part...

ATTACHMENT D
1889 UNITED STATES GOVERNMENT SURVEY
CALUMET RIVER

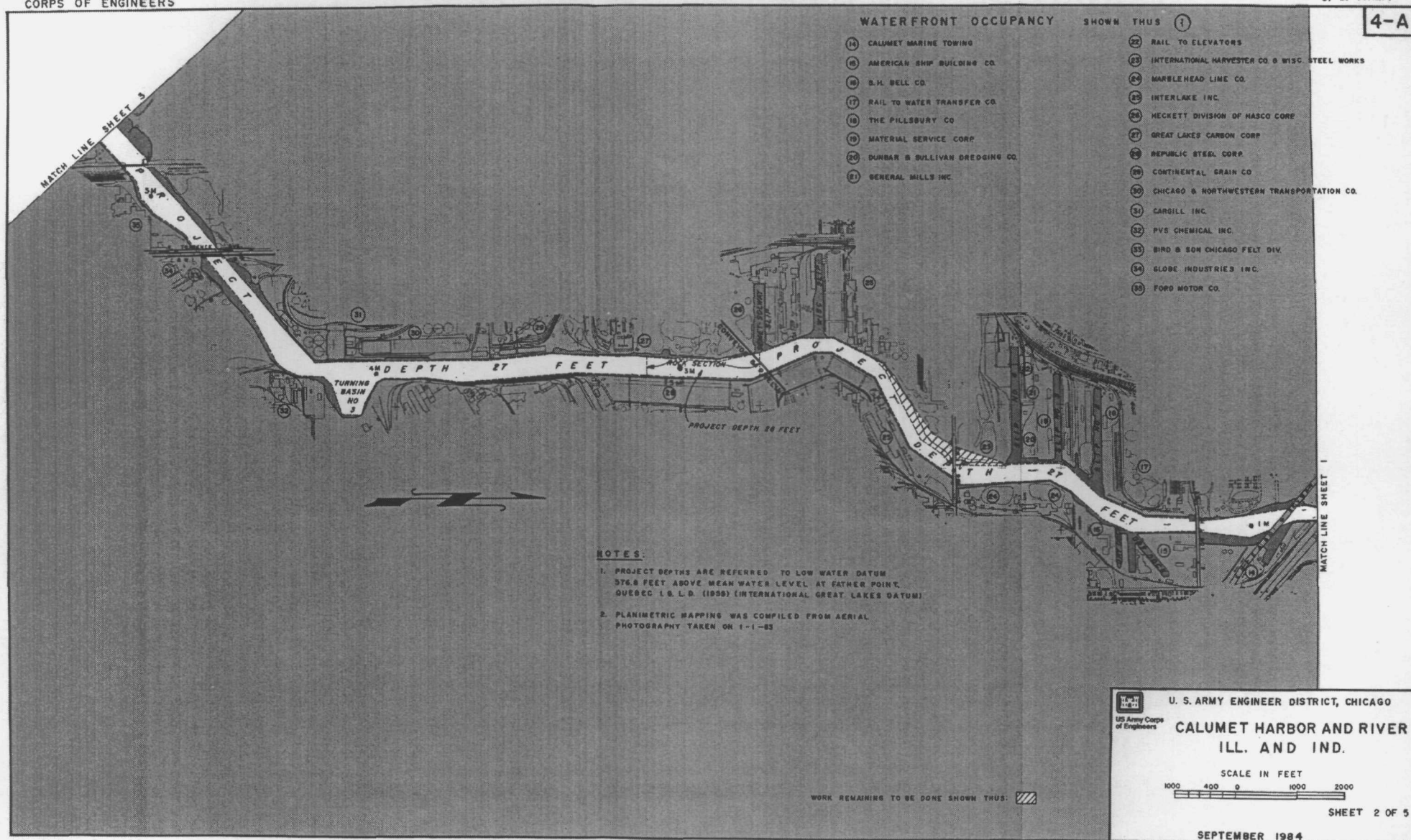


1998

- 1) The legend is located immediately preceding map No. 1
 2) Barge Facility information and submerged cable and pipeline clearances are located in appendices A and B respectively.



MAP NO. 141



SDMS US EPA Region V

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Other:

ATTACHMENT E
ARTICLES OF AGREEMENT
SEPTEMBER 10, 1903

and acknowledged that they signed, sealed, and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

J. H. Andrews, Notary Public
Cook Co. Ills

Given under my hand and
Notarial Seal, this Fourteenth
(14th) day of December A.D. 1905
J. H. Andrews
Notary Public

16 No. 3796759

Filed for Record Dec. 15, A.D. 1905, at 10 a.m.
Abel Davis
Recorder

Articles of Agreement, made and entered into, this
Tenth day of September, A.D. 1905, by and between the South
Chicago Furnace Company, an Illinois Corporation, party
of the first part, and Charles Dickinson and Charles D.
Rogers, of Chicago, Illinois, parties of the second part,
Witnesseth: That,

Whereas, there is now located and reserved as
a canal or slip a certain strip one hundred (100) feet in
width and extending from the Calumet River in Cook
County, Illinois, with the north line of said canal or slip
being eight hundred (800) feet south of the north line of the
South half of the Northwest Quarter of Section Eighteen (18)
Township Thirty seven (37) North, Range Fifteen (15) East
of the Third Principal Meridian, in said Cook County,
Illinois; and,

Whereas, the said party of the first part is the
owner of a certain tract of land abutting upon and lying
immediately north of said canal or slip, and lying east
of the East line of the right of way of the Chicago & Western
Indiana Railway, as now located, and the said parties of
the second part are the owners of a certain tract of land
abutting upon and lying immediately south of said
canal, described as follows, to-wit:

The South One Hundred and twenty (120) feet
of the South half of the Northwest Quarter of Section
Eighteen (18) Township Thirty seven (37) North, Range Fifteen
(15) East of the Third Principal Meridian, excepting therefrom
the West One (1) acre thereof;

And Whereas, it is the intention and purpose
of the parties hereto to widen that portion of said canal
or slip which lies to the West of the Calumet River and to
the East of a line one (1) foot East of and parallel to the
West line extended north of said tract of second parties
above described to a uniform width of one hundred and
seventy five (175) feet, and to deepen said intended canal
to a uniform depth of twenty one (21) feet below Chicago City

detention, and to forever maintain the said widened canal as a navigable canal or slip, appurtenant to the abovesaid tracts of land immediately abutting upon the North and South sides thereof, respectively, and for the mutual and equal use of the parties hereto, respectively, and their respective heirs, successors and assigns, no the respective owners of said tracts;

Now, Therefore, in consideration of the foregoing and in further consideration of the mutual covenants and agreements hereinafter entered into by and between the parties hereto, it is hereby covenanted and agreed as follows:

That all that portion of said canal or slip which lies to the West of the Calumet River and to the East of a line ten (10) feet East of and parallel to the West line, extended North, of the said tract of said second parties above described, shall be widened to the uniform width of one hundred and seventy five (175) feet and deepened to the uniform depth of twenty one (21) feet below Chicago City datum as shown by the drawing hereto attached and made a part of this agreement;

That at the mouth of said canal or slip where it empties into the Calumet River, the said canal or slip shall be broadened at both the North and South lines thereof by wings fifty feet (50) feet East and West by forty (40) feet North and South, each of which wings shall contain an area of Eleven Hundred (1100) square feet, as shown by said drawing hereto attached;

That for the purpose of carrying out this agreement the said parties of the Second part hereby agree to contribute so much land on the South side of the canal as now located as may be necessary to widen and deepen said canal to the width and depth and extent above provided for, including the said wing on the South side; and the party of the first part agrees to contribute the land necessary for said wing on the North side. The said party of the first part further agrees to pay unto the parties of the Second part, as the consideration for the contribution by the parties of the second part of the land hereinbefore agreed to be contributed by them the sum of Seven Thousand Dollars (\$7,000.00) to be paid when the excavation of the said land shall have been completed.

It is further mutually covenanted and agreed by and between the parties hereto that the entire cost of dredging and excavating for the purpose of constructing said addition including the wings, to said canal as now located, and deepening said canal or slip, as so widened, to the said uniform depth of twenty one (21) feet below Chicago City datum, as aforesaid, shall be paid one-half by the said party of the first part and one-half by the said parties of the second part; that said widened canal, including the wings, shall be

maintained by, and for the mutual and equal use of, the respective parties hereto as the owners of the aforesaid tracts immediately abutting on the North and South sides thereof, respectively. The party of the first part, as owner of the said tract abutting on the North side of said canal, covenants to maintain, during the time of such ownership, at its own cost and expense, so much of said widened canal, including the North wing thereof, as lies upon or in front of its said tract, to the middle line of said widened canal. The parties of the second part, as owners of the said tract abutting on the South side of said canal, covenant to maintain, during the time of such ownership, at their own cost and expense, so much of said widened canal, including the South wing thereof, as lies upon or in front of their premises to the middle line of said widened canal. It is mutually covenanted and agreed that in case of the refusal or failure of either party to do, upon request in writing by the other party, that such other party may cause the necessary work to be done for that purpose, at the expense of such defaulting party, and upon paying for the same may recover of and from such defaulting party the amount expended therefor. It is further mutually covenanted and agreed by and between the parties hereto that the said canal as so widened, including the addition (and including the wings) to said canal constructed in accordance with this agreement, may be used for the purpose of a private canal or slip for the mutual and equal use, benefit and enjoyment of the respective parties hereto, and their respective successors, heirs and assigns as the owners, respectively, of the aforesaid tracts immediately abutting upon the North and South sides, respectively, of said canal. Each party covenants that the other shall have, and each party accordingly hereby grants unto the other, and unto the heirs or assigns and successors of the other, as owners of the premises abutting upon the said canal as so widened, as appurtenant or appendant, to the aforesaid tract of the party grantee, and for the use, enjoyment and benefit (for ever of such party grantee) mutually and equally with the party grantor) and of the heirs or assigns, and successors of said party grantee, as the owner or owners of said tract, an easement in perpetuity in, upon and over the land of the party Grantor, covered by said widened canal, for the purpose of navigation in, upon and over said widened canal, as a private canal or slip. But no right in or to said widened canal, or in or to the use thereof, is or is intended hereby to be granted to any other person or persons, except as successor or successors in interest of the parties hereto, as owners, respectively, of the aforesaid tracts immediately abutting upon the North and South sides respectively,

said canal as so widened; that no person, firm or corporation shall ever have any interest or right in, or right to use, the said addition to said canal who does not, at the time, own land abutting upon the North or South side of said canal.

It is hereby expressly provided and agreed that in case said parties hereto, or either of them, or their successors, heirs or assigns, respectively, as owners of its or their said premises, shall desire to extend the said widening and deepening of said canal ten (10) feet further to the West, then the parties of the second part shall contribute as much land as it shall be necessary to use for such purpose, and the party of the first part shall not be required to pay any additional compensation therefor; and it is agreed that the entire cost of deepening and excavating said remaining ten (10) feet and of thereafter maintaining the same shall be in like manner paid and borne as above provided for the main portion of said widened canal; and it is further agreed that all the provisions of this agreement applicable to the main portion of said widened canal shall extend to the said ten (10) feet extension when made.

And I, one J. Dickinson, wife of said Charles Dickinson, and Edith M. Boyles, wife of said Charles B. Boyles, hereby release to said first party and its successors all right and claim of dower in the land hereinabove provided to be used in widening and deepening said canal, including the wing on the South side thereof and including the ten (10) feet extension hereinabove provided for.

It is understood that nothing in this Agreement contained is intended to affect the easement or right of any, if any, of the American Linseed Oil Company, its corporation for canal and navigation purposes in common over, across and along the North one hundred (100) feet in width of said canal.

It is mutually agreed that the covenants herein contained, both as to burdens and benefits, shall run with the land. All the covenants of the Furnace Company shall extend to and be binding upon its successors and assigns as owners of the real estate, or any part thereof, abutting upon the North side of said canal or slip, heretofore described as owned by the Furnace Company, as fully and completely as though the words "successors and assigns" were appropriate words to bind such successors and assigns to such covenants, had in each case been added to the covenants of the Furnace Company. The covenants herein recited as binding upon Dickinson and Boyles shall extend to and bind their heirs, assigns and successors in interest in the ownership of the real estate, or any part thereof, abutting on the South side of said canal or slip, heretofore described as being owned by Dickinson and Boyles as fully

BOOK 9159 PAGE 3916

as though the appropriate words were throughout the agreement added to bind the heirs and assigns in interest as Aforesaid of the said Dickinson and Boyles.

It is mutually covenanted and agreed that in case and when either of the parties hereto shall dispose of and cease to own the said land abutting on the said canal now owned by such party, or any part or parts thereof, such party shall cease to be and shall not there- after be personally liable for or as respects so much of said slip or canal as abuts upon the land so disposed of upon or for any breach of the covenants of this agreement hereafter occurring, but the then successor in interest as owner of said land upon whom shall be cast the said covenants as running with the land shall be alone so liable, and it is the intention of this agreement that for any breach of covenant or default in the performance here- of as to any portion of the premises now belonging to either party hereto and abutting on said canal so widened, the owner of said portion at the time of such breach or default shall be the party liable for or on account of such breach or default.

It is mutually covenanted and agreed that the words "widened canal" wherever used in this agree- ment, are intended, and shall be understood, to mean that portion of the said canal, as now located, which lies East of a line ten (10) feet East of the West line extended North, of the Aforesaid tract of the parties of the second part (or, if the ten (10) foot extension hereinabove provided for shall be made, then that portion which lies East of the West line, extended North, of said tract) together with the addition to said portion hereinabove agreed to be constructed.

In Witness Whereof the first party has caused its corporate seal to be hereunto affixed and thereunto to be signed by its Vice President and Secretary on its behalf and as its act, and the second parties and their said respective wives have hereunto set their hands and seals, the day and year first above mentioned.

South Chicago Furnace Company
Corporate Seal
Chicago, Ill.

South Chicago Furnace Company
By R. F. Moore
Vice President.

A. J. Maynard
Secretary

Charles Dickinson (Seal)

Marie J. Dickinson (Seal)

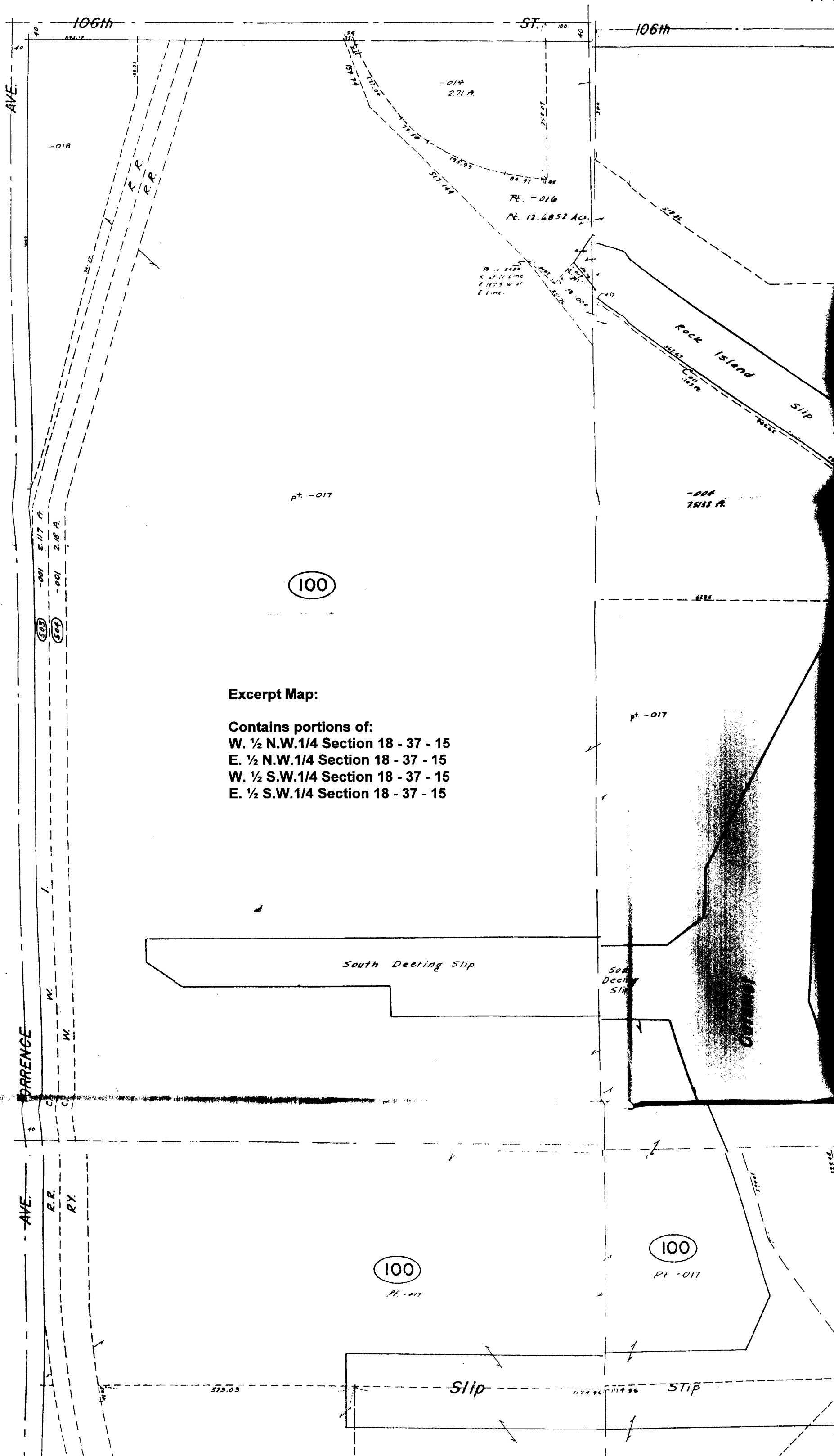
Chas. D. Boyles (Seal)

Edith M. Boyles (Seal)

State of Illinois } ss.
County of Cook } I, John Lewson, a Notary Public in and for the

"A"

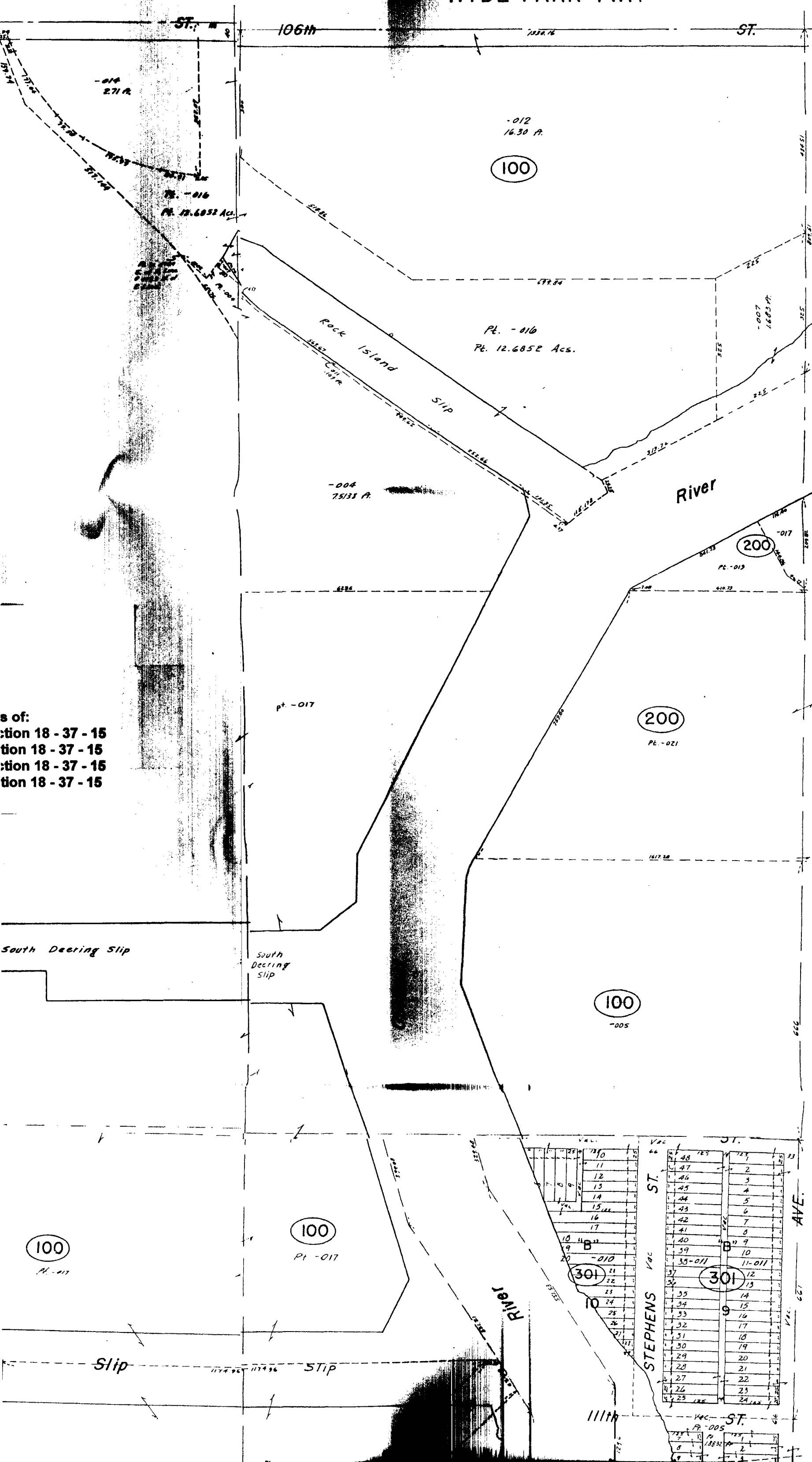
THE CALUMET IRON & STEEL CO. SUB.
of all that part lying N. of the N. line of
land reserved for Canal, of the E. 146 ft.
of the W. 185 ft. of Sec. 18-37-15. Rec.
Nov. 17, 1890. Doc. 1373209.
Vacation of above sub.
Rec. May 16, 1900. Doc. 2961753.
Rec. June 24, 1903. Doc. 3408716.



Excerpt Map:

Contains portions of:
W. 1/2 N.W.1/4 Section 18 - 37 - 15
E. 1/2 N.W.1/4 Section 18 - 37 - 15
W. 1/2 S.W.1/4 Section 18 - 37 - 15
E. 1/2 S.W.1/4 Section 18 - 37 - 15

KLEINMAN'S SUB. of the W. 506 ft. of the
S. W. 1/4 of the S. W. 1/4 of Sec. 18-37-15.
Rec. July 11, 1881. Book 16, Page 13.
Doc. 338936.



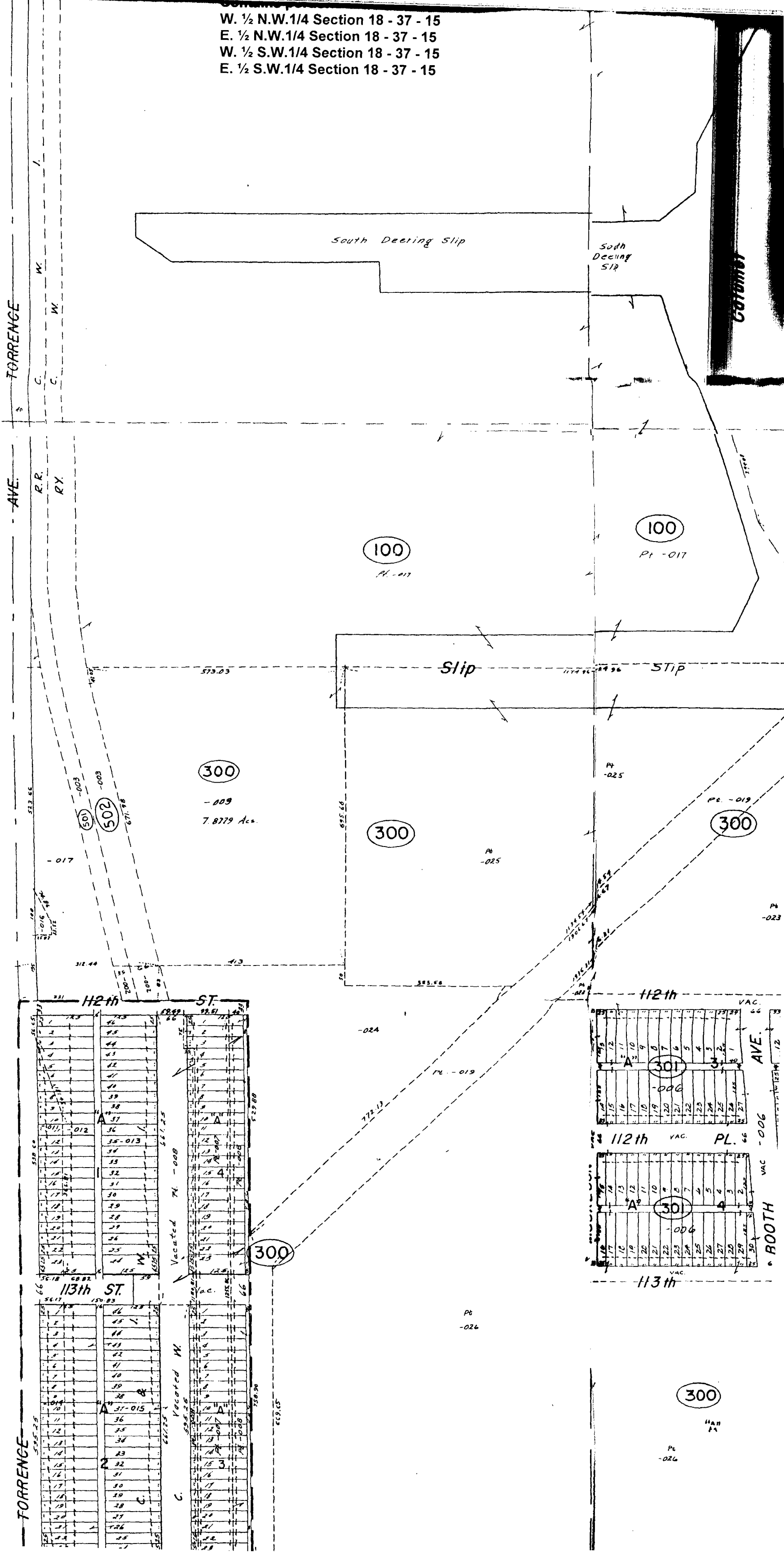
"A"
J. W. COOPER'S ADD. TO THE TOWN OF
HYDE PARK, being the N. W. 1/4 of the N. E.
1/4 N. and W. of the River, and the N. W. 1/4
E. of the River in Sec. 18-37-15, Rec. Jan.
28, 1870. Book 171, Page 13. Doc. 39718.
Vacation of Blks. 5, 6, 7, 8, 9, 10, & 11 and
alleys in said blocks and the streets in said
blocks, Stephens St., Danford St., & Slater
St., all of 108th St. and 109th St., the N. 1/2
of 110th St., and the W. 1/2 of Berkley St., all
in Cooper's Add. Rec. Aug. 29, 1905. Docs.
3745448 - 50 - 51.
Above vacation declared invalid. See Corp.
Counsel's opinion under date of Jan. 8, 1913.
Corp. Counsel's opinions dated Mar. 1, 1924
and Mar. 9, 1926, hold that all of Cooper's
Add. to Hyde Park is vacated and that the City
of Chicago has no right, title or interest in
any of the streets or alleys in said sub.

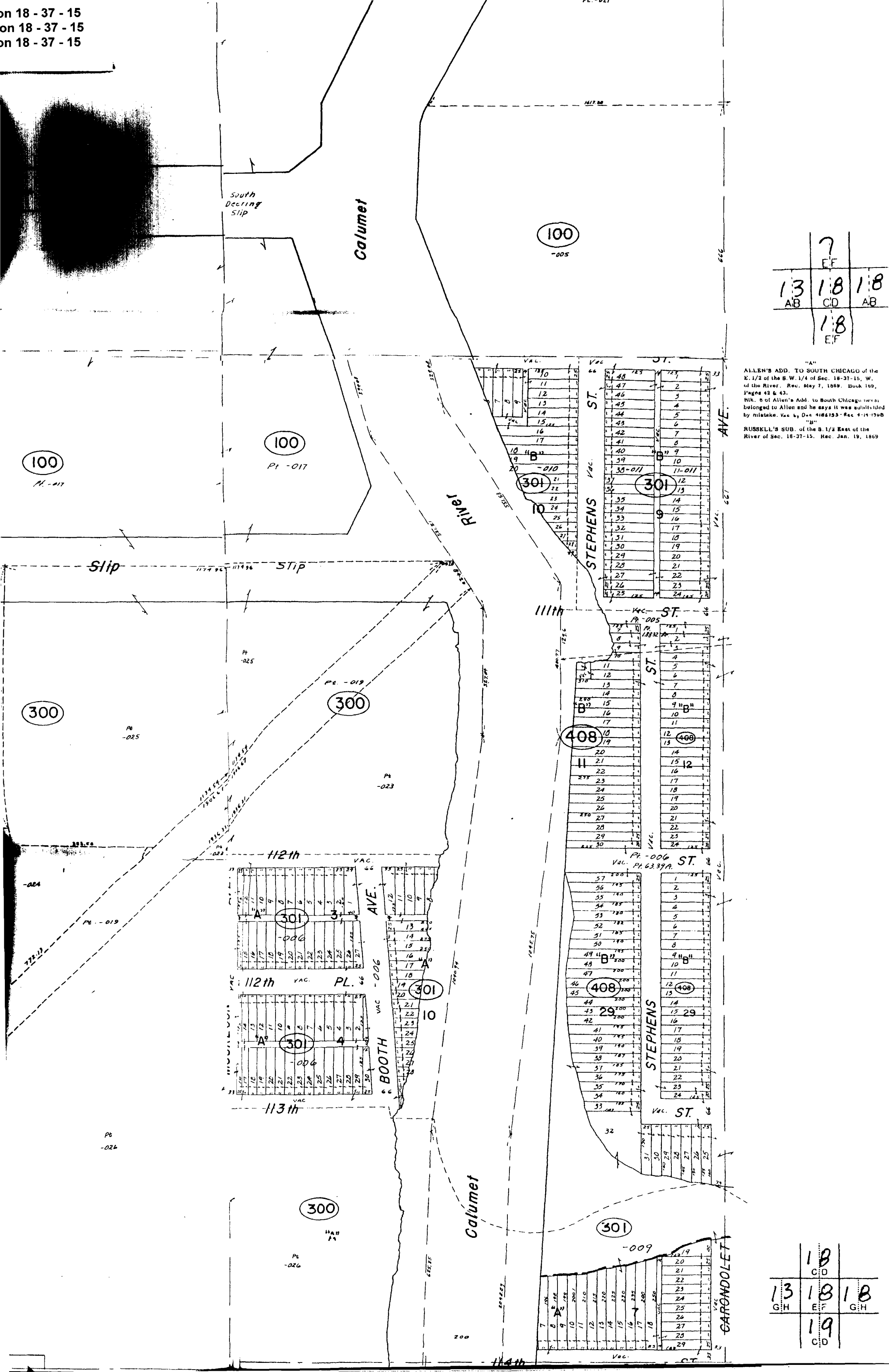
s of:
tion 18 - 37 - 15
tion 18 - 37 - 15
tion 18 - 37 - 15
tion 18 - 37 - 15

	7	
	E/F	
13	18	18
AB	CD	AB
	18	
	E/F	

"A"
ALLEN'S ADD. TO SOUTH CHICAGO of the
E. 1/2 of the S. W. 1/4 of Sec. 18-37-15, W.
of the River. Rec. May 7, 1869. Book 169,
Pages 42 & 43.
Blk. 6 of Allen's Add. to South Chicago never
belonged to Allen and he says it was subdivided
by mistake. Vac. by Dec. 4186753 - Rec. 4-19-1908
"B"
RUSSELL'S SUB. of the S. 1/2 East of the
River of Sec. 18-37-15. Rec. Jan. 19, 1869

KLEINMAN'S SUB. of the W. 505 ft of the
S. W. 1/4 of the S. W. 1/4 of Sec. 18-37-15.
Rec. July 11, 1881. Book 16, Page 13.
Doc. 336936.





ALLEN'S ADD. TO SOUTH CHICAGO of the E. 1/2 of the S. W. 1/4 of Sec. 18-37-15, W. of the River. Rec. May 7, 1869. Book 160, Pages 42 & 43.

Blk. 8 of Allen's Add. to South Chicago never belonged to Allen and he says it was subdivided by mistake. Vac by Dec 4186733 - Rec 4-14-1908

"3"

RUSSELL'S SUB. of the S. 1/4 East of the River of Sec. 18-37-15. Rec. Jan. 19, 1869

	7	
	E'F	
13	18	18
AB	CD	AB
	18	
	E'F	

	18	
	C:D	
13	18	18
G:H	E:F	G:H
	19	
	C:D	